

NEW SOUTH WALES.

VOTES

AND

PROCEEDINGS

OF

THE LEGISLATIVE ASSEMBLY,

DURING THE SESSION

OF

1859-60;

WITH THE VARIOUS DOCUMENTS CONNECTED THEREWITH.

IN FOUR VOLUMES.

VOL. III.

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1860.

Legislative Assembly.
NEW SOUTH WALES.

VOTES AND PROCEEDINGS.

SESSION 1859-60.

VOL. I.

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NEW SOUTH WALES.

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1859.

NEW SOUTH WALES.

TELEGRAPHIC COMMUNICATION WITH EUROPE.

(CORRESPONDENCE RESPECTING.)

Presented to both Houses of Parliament, by Command.

SCHEDULE.

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TELEGRAPHIC COMMUNICATION WITH EUROPE.

No. 1.

THE PRINCIPAL UNDER SECRETARY to UNDER SECRETARY FOR LANDS AND PUBLIC WORKS

Colonial Secretary's Office,

Sydney, 11 August, 1859.

SIR,

With reference to the printed correspondence laid before Parliament on the 30th March, 1859, respecting Telegraphic Communication between Europe and Australia, I am directed by the Colonial Secretary to transmit to you the accompanying copy of a despatch from the Secretary of State on this subject, together with two letters from Mr. Gisborne, dated the 6th of July, and one of the 8th instant, and to request that you will suggest to the Secretary for Lands and Public Works that a report should be obtained from Captain Martindale, on the proposals contained in Mr. Gisborne's communication.

I have &c.,

W. ELYARD.

THE UNDER SECRETARY

FOR LANDS AND PUBLIC WORKS.

[Enclosure 1 in No. 1.]

Melbourne, 6 July, 1859.

Sir,

I have written this day to Sir Wm. Denison, enclosing various documents which explain the actual position of the Australian Telegraph, to execute which I am come out to make a proposal.

I wish to add, that as the plan can only be carried out by the joint co-operation of all the Australian Colonies, it is of vital importance that the several Governments should communicate upon the subject at the earliest opportunity.

Being only this day arrived from England, I am ignorant of the most effectual mode to bring about such a mutual understanding, but I trust that the importance of the subject, and the maturity to which the question has been brought by the construction now in progress of the Indian Telegraph, and of the Dutch line between Singapore and Java, and also that the promoters are prepared to carry out the Australian line in two years, will recommend the matter to your serious attention, and cause you to take active steps for a proper consideration of the subject by all parties interested.

I hope to be in Sydney in a few weeks. I beg to enclose a map shewing the course of the proposed Telegraph.

I have, &c.,

F. GISBORNE.

The Honorable Chas. Cowper,
Chief Secretary.

[Enclosure 2 in No. 1.]

Melbourne, 6 July, 1859.

Sir,

I have the honor to enclose a letter of introduction given me by Sir E. B. Lytton to you; also, a copy of a document dated the 19th March last, containing the arrangement I have made with the Netherland Government, on behalf of the promoters of the Australian Telegraph, for the construction, by that Government, of a sub-marine line from Singapore to Batavia this year, and other matters also set out in it; I also enclose the conditions under which Her Majesty's Government granted the Netherland Government permission to land their cable, and to establish a station at Singapore for the purpose of working the line; also, a map shewing the course of the proposed Australian Telegraph, and an extract out of the prospectus of the Red Sea and India Telegraph Company. I send a sample of the Red Sea Cable.

I am come out on behalf of the promoters of the Australian Telegraph to make a proposal to the several Colonial Governments to complete the link of Telegraphic Communication between England and Australia, which will still be wanting when the lines now in course of construction by Her Majesty's and the Netherland Governments are completed.

The Indian line is now laid to Aden, and the remaining portion to Kurrachee is manufactured, and will be laid next December. From Kurrachee there exist land lines as far as Rangoon, and the Indian Government has bound itself to complete the Telegraph to Singapore.

The Dutch cable from Singapore to Batavia is manufactured, and will be laid next October. From Batavia there exists a land line to Banjouwangi (E. Java), so that my mission

mission is to induce the Australian Governments to extend the Dutch lines from E. Java to Moreton Bay as a sub-marine line, and thence to Sydney by land.

An examination of the Admiralty charts will shew that the sub-marine cable will, throughout its course, follow a chain of islands or the Australian coast, in very shallow seas, whence it can be easily picked up for repairs, and where intermediate stations can be multiplied at pleasure, and will, everywhere, lie on a soft bed of sand or mud.

The promoters propose that £800,000 be raised for the sub-marine line between E. Java and Moreton Bay—this sum includes a sufficient reserve fund—and that the several Colonies contribute towards it in the same proportions as they now contribute towards their moiety of the postal subsidy.

This basis would leave New South Wales, as I am informed, to contribute 22 $\frac{2}{3}$ per cent. of the capital.

This is, of course, merely a suggestion, but it proceeds upon the supposition that the number of messages sent and received will be in analogy to the number of letters sent and received.

The class of cable on which the estimates have been founded, and the prices *mutatis mutandis*, are the same as have been approved of in the case of the India Telegraph by Her Majesty's and Indian Governments.

The Australian line will be completed in two years at farthest, and will be laid at the risk of the contractors.

Whether the line shall be held and worked by the several Colonial Governments as their joint property, or whether a private company shall hold and work it, are points which the promoters desire to leave entirely to the decision of the Colonies.

If the line is to belong to the Colonial Governments, the necessary capital will have to be raised either out of surplus revenue or as a public debt by means of bonds.

If a company is to be formed a guarantee of 6 per cent. on the capital must be given.

In either case there will be a liability to be apportioned among the Colonies.

I have as yet seen none of the Colonial authorities, having only arrived to-day from England, and am ignorant of their views, but I will ask you to communicate upon the subject with the other Governors.

I hope in a few weeks to reach Sydney.

His Excellency Governor
Sir W. Denison, K.C.B.

I have, &c.,
F. GISBORNE.

[Enclosure 3 in No. 1.]

Downing-street,
2 May, 1859.

Sir,

The bearer of this Despatch is Mr. F. Gisborne, a brother of the gentleman whose plan for effecting a Telegraphic communication by way of India, between this country and Australia, was announced to you in my predecessor's circular of the 29th May, and referred to in my own of the 27th July last.

Mr. Gisborne has been represented to me as a gentleman of character and intelligence, and of great experience in all matters of the above description, and I have willingly consented to give him the introduction he has asked for; but I must leave him to explain for himself the object he has in view, for although I consider that the execution of such a scheme would confer the greatest benefit on the Australian Colonies and the Empire, I cannot undertake to express an opinion on the merits of particular plans for accomplishing the object.

I take this opportunity of calling your attention, in connexion with this subject, to two principles which, after considerable recent discussion, have been at length acquiesced in, and adopted generally, and on which Her Majesty's Government are prepared to act in cases of a character similar to the present,—first to grant no exclusive privileges, and secondly to provide that any guarantees of interest should only take effect after the lines are in working order, and for so long only as they continue to remain in that condition.

I have, &c.,
GARNARVON,
(In the absence of Sir E. B. Lytton.)

Governor Sir W. Denison, K.C.B.

[Enclosure 4 in No. 1.]

Conditions on which the British Government granted permission to the Netherland Government to land a Submarine Telegraphic Cable, and to establish and administer a Station at Singapore.

1st Condition.—That the Netherland Government will not grant any monopoly tending to prevent the establishment at any future time of new telegraphic lines between its Indian Possessions and Australia on the one hand and Singapore on the other, but they may exercise their discretion in admitting the principle of competition.

Protection may however be granted to the promoters of any Australian line during a reasonable period of construction.

As regards the Telegraphic Communication between the Netherland Indian Possessions and Singapore, the Netherland Government is not bound to admit the competition of any other

Communicated
to me by H. E. M.
Rochussen, Min-
ister of the Dutch
Colonies, on the
24th March, '59.
F. G.

other line with that in their own hands except in the case provided for in the clause marked *b* of the 5th Condition.

2nd Condition.—That the Telegraph in question shall always be available for the use of the British Government and public, and be considered as a component part of the line between Great Britain and Australia.

3rd Condition.—That the British Government shall be placed on the same footing as the Dutch Government as regards priority of Messages.

4th Condition.—That the Messages of the British Government may be sent in cypher, and shall not be subject to examination.

5th Condition.—That in case of the Government cable between Singapore and Batavia should at any time be proved inadequate to meet the requirements of the public, the Netherland Government will, at their option, (a) lay down one or more additional cables, or (b) grant a concession for laying such additional cable or cables either to the British Government or to a private company.

The Netherland Government shall always provide the requisite number of land wires between Batavia and the points where the Australian cables are landed.

6th Condition.—That the employment of British Agents shall be allowed at all stations corresponding to points of junction of a submarine cable with a land line on the direct route between the British Possessions and Australia.

7th Condition.—That the tariff for through messages shall be adjusted in connection with Her Majesty's Government, and shall not be fixed or altered without their previous consent.

Her Majesty's Government will admit the principle of reciprocity in the application of these conditions to that portion of the Telegraphic Line of Communication with Her Majesty's Dominions, which is the hands of Her Majesty's Government.

[Enclosure 5 in No. 1.]

EXTRACT out of Prospectus of Red Sea and India Telegraph Company.

Abstract of the terms agreed with the Lords Commissioners of Her Majesty's Treasury.

The Red Sea and Indian Telegraph Company to contract with the Lords Commissioners of Her Majesty's Treasury for the construction of a line of Telegraph from Alexandria to Kurrachee, by the Red Sea and Aden, on the following terms:—

1. The immediate operation is to be limited to Aden.
2. A capital to be raised not exceeding £800,000, and 5 per cent. upon the whole amount of capital subscribed to be paid up forthwith.
3. The Treasury to guarantee a rate of interest on the amount of capital paid up from time to time of $4\frac{1}{2}$ per cent. per annum, payable half-yearly, for the term of fifty years certain.
4. The portion of the line between Alexandria and Aden to be immediately commenced, through the agency of contractors of the largest experience in Telegraphic operations, who are to lay the line, and transfer it to the Company in an efficient state, on their own responsibility.
5. The Company to work the line, and to keep proper accounts.
6. The appropriation of the half-yearly receipts to be as follows:—
 - 1st. To defray the working expenses.
 - 2nd. The surplus receipts above the working expenses to be applied in relief of the Government guarantee.
 - 3rd. If the surplus receipts should exceed the guarantee, one-third to repay any advance of interest made by Government, one-third to be applied towards forming a reserve fund not exceeding £800,000, and the remainder to increase the dividend of the shareholders up to 10 per cent per annum.
 - 4th. If there should be no debt for Government advances, and no deficiency in the reserve fund of £800,000, the whole profits to be applied to make up a dividend at the rate of 10 per cent per annum.
 - 5th. All surplus and unappropriated profits beyond 10 per cent per annum, to be applied either in reduction of the tariff, the creation of a fund to redeem the guarantee, or otherwise, at the discretion of the Government.
7. The reserve fund and surplus, or unemployed capital, to be applicable to the maintenance or restoration of the cable, and to make good any deficiency in the receipts to cover the working expenses, should such a contingency arise, so that the Government guarantee of $4\frac{1}{2}$ per cent. shall be the minimum rate of dividend.
8. All Government messages subject to the terms of the concession from the Turkish Government, are to have priority over private messages, but will be paid for at the same rate.
9. The Lords Commissioners to appoint two ex officio Directors, without whose sanction and concurrence no contracts or other proceedings of the Company will be valid.
10. In case of default by the Company in completing or re-instating the line, or working it efficiently, the Directors of the Company to be required to give up the line to the Lords Commissioners of the Treasury, on the latter paying off the capital paid up, with interest at $4\frac{1}{2}$ per cent. per annum from the date of the last dividend.
11. The powers to give effect to the arrangement are to be obtained through an Act of Parliament, to be applied for with the sanction of Her Majesty's Government.

[Enclosure

[*E. closure 6 in No. 1.*]*La Haye, le 19 Mars, 1859.*

Monsieur,

J'ai l'honneur de porter à votre connaissance que sa Majesté le Roi m'autorise à accepter la proposition que vous avez faite au Gouvernement de sa Majesté, au nom de votre frère le Sieur Lionel Gisborne, tendant à annuler la concession qui lui a été accordée sous date du 16 Janvier, 1858, pour l'établissement, le service et l'exploitation d'une ligne sous-marine et de Stations Télégraphiques dans les possessions du Royaume des Pays—bas aux Indes orientales, reliant les lignes télégraphiques des possessions Anglaises aux dites Indes et celles du continent de L'Australie.

Quant aux trois conditions qui servent de base à la dite proposition, je m'empresse de vous faire part :—

1. Que je viens de signer un contrat entre le Gouvernement de sa Majesté le Roi et Messieurs Newall et Cie., pour la pose d'un télégraphe sous-marin entre Batavia et Singapore, dans le cours de l'année 1859.
2. Que le Gouvernement de sa Majesté le Roi autorise les entrepreneurs du télégraphe Australien qui sont ou seront représentés par vous, d'établir et d'administrer une station à Coupang (Timor), et de rattacher leur fils télégraphiques, venant de l'Australie, aux lignes télégraphiques du Gouvernement des Indes Néerlandaises à Banjouwangi (côte orientale de Java), et que le dit Gouvernement ajoutera un fil à la ligne existante de Batavia à Banjouwangi, aussitôt que ce dernier lieu sera relié à l'Australie, pour la transmission des dépêches allant à ou venant de l'Australie; le Gouvernement de sa Majesté le Roi se réserve la faculté d'employer ses propres agents pour la transmission des dépêches Néerlandaises à la station de Coupang, et à trois autres stations sur la ligne qui unira les possessions Néerlandaises avec l'Australie.
3. Que les bases pour la transmission des dépêches privées allant à ou venant de l'Australie sur les lignes du Gouvernement de sa Majesté le Roi entre Singapore et Banjouwangi sont acceptées par le Gouvernement de sa Majesté le Roi comme suit :—

1.

Les dépêches privées allant à ou venant de l'Australie, pourront être transmises sur les lignes télégraphiques Néerlandaises entre Singapore et Banjouwangi en chiffres ou autres signes aussi bien, que de la manière ordinaire.

2.

Les dites dépêches ne seront examinées que pour le contrôle du tarif.

3.

Les employés de la Compagnie à former pour l'établissement du télégraphe Australien, nécessaires pour la transmission des dites dépêches aux stations de Singapore, de Batavia, et de Banjouwangi, seront agréés par le Gouverneur Général des Indes Néerlandaises, sur la proposition d'un agent de la dite compagnie.

4.

Le tarif des dites dépêches sera réglé entre les Gouvernements Britannique et Néerlandais, de commun accord avec la compagnie à former.

5.

On observera de part et d'autre parfaite égalité quant à l'ordre de l'expédition ou la transmission des dépêches privées.

6.

Les dépêches officielles et privées Néerlandaises seront sur un pied égal quant au tarif sur les lignes qui uniront l'Australie aux possessions Néerlandaises, avec les dépêches officielles et privées Britanniques.

Le Gouvernement de sa Majesté le Roi sera libre de tout engagement envers les entrepreneurs du télégraphe Australien représentés par vous si dans le terme de quatre ans, à partir de ce jour, ils n'auront pas réuni les possessions Néerlandaises dans l'Inde avec l'Australie; mais pendant ce terme il ne traitera qu'avec eux.

Dans le cas que les Gouvernements de l'Australie préféreront de tenir dans leurs mains la pose et l'administration des lignes télégraphiques qui uniront l'Australie avec l'Inde Néerlandaise, ils seront admis à remplacer les entrepreneurs ou la compagnie privée sous tous les rapports.

Le Ministre d'Etat, Ministre de Colonies.
ROCHUSSEN.

A Monsieur Francis Gisborne,
Hôtel Paulez.

[*Translation from the French.*]

The Hague,
19 March, 1859.

Sir,

I have the honor to inform you that His Majesty the King authorises me to accept the proposition which you have made to His Majesty's Government in the name of your brother, Mr. Lionel Gisborne, tending to cancel the concession which was granted to him

him at the date of the 16th January, 1858, for the establishment, the service, and the working of a submarine line, and of telegraph stations, in the Possessions of the Netherland Kingdom, in the East Indies, connecting the telegraph lines of the British Possessions in the said Indies with the Continent of Australia.

As regards the three conditions which form the bases of the above proposition, I hasten to inform you:—

- 1st. That I have just signed a Contract between the Government of His Majesty the King and Messrs. Newall & Co., for the laying of a submarine cable between Batavia and Singapore, in the course of the year 1859.
- 2nd. That the Government of His Majesty the King authorises the promoters of the Australian Telegraph who are or shall be represented by you to establish and administer a station at Coupang, (Timor,) and to connect their telegraph wires arriving from Australia to the telegraph wires of the Government of the Netherland Indies, at Banjouwangi, (east coast of Java,) and that the said Government will add a wire to the existing line between Batavia and Banjouwangi, so soon as the latter place shall be connected with Australia for the transmission of messages to or from Australia, the Government of His Majesty the King reserves to itself the power to employ its own Agents for the transmission of Netherland messages at the station of Coupang, and at three other stations on the line, which shall unite the Netherland Possessions with Australia.
- 3rd. That the basis for the transmission of private messages to and from Australia, over the lines of the Government of His Majesty the King, between Singapore and Banjouwangi, are accepted by the Government of His Majesty the King as follows:—
 1. Private messages to and from Australia may be transmitted over the Netherland telegraph lines between Singapore and Banjouwangi in cypher or other symbols, as well as by the ordinary method.
 2. The said messages are only to be examined in order to determine the tariff.
 3. The Agents of the Company to be formed for the establishment of the Australian Telegraph necessary for the transmission of the said messages at the stations of Singapore, Batavia, and Banjouwangi, are to be approved of by the Governor General of the Netherland Indies on the proposition of an Agent of the said Company.
 4. The tariff of the said messages shall be regulated by the British and Netherland Governments in conjunction with the Company to be formed.
 5. Perfect equality shall be observed on the one side, and on the other as regards the order of expedition or the transmission of private messages.
 6. Netherland official and private messages shall be on an equal footing as regards tariff on the lines which shall unite Australia to the Netherland Possessions with British official and private messages.

The Government of His Majesty the King is to become freed from every engagement towards the promoters of the Australian Telegraph represented by you if within the period of four years from this day they have not connected the Netherland Possessions in India with Australia, but during that period it will treat with none but them.

In case the Governments of Australia shall prefer to retain in their own hands the laying and administration of the telegraph lines which shall unite Australia with Netherland India, they will be admitted to replace the promoters or the private Company in every respect.

The Minister of State, Minister of the Colonies,

Monsieur Francis Gisborne,
Hotel Paulez.

ROCHUSSEN.

No. 2.

MR. F. GISBORNE to THE HONORABLE THE CHIEF SECRETARY.

Sydney, 8 August, 1859.

SIR,

Having come from England, as I had the honor of stating to you this morning, on behalf of the promoters of the Australian Telegraph, to ask the different Colonies to join in getting constructed a Submarine Telegraph Line from the east end of Java to Moreton Bay, I beg to inclose for your information, in copy, a letter addressed to me by Lord Stanley on the 7th of April last; also a letter from Dr. Evans, the Postmaster General of the Victorian Government, to me, dated the 3rd instant.

I will here repeat, shortly, that the estimated cost of the proposed line is £720,000, and the proposed capital £800,000; that the promoters are prepared to form a company to carry out the line on receiving from the several Colonies a 6 per cent. guarantee of interest on the outlay for fifty years, on the basis of the 4½ per cent. guarantee of Her Majesty's Government to the Red Sea and Indian Line; that they suggest that the basis of the postal subsidy be adopted in apportioning the liability of each Colony, so that the contribution of

New

New South Wales to the guarantee will be in the proportion of 22 per cent, or £9,504 yearly on the estimated cost. As the line will take 18 months in constructing, the interest will have to be paid during that period on the amount of capital from time to time paid up; but after the line is opened, the difference only, if any, between the receipts of the line and the amount of guaranteed interest, will have to be provided for. This question would be much simplified were this Colony and Victoria severally to guarantee the whole amount to the Company, and then to obtain from the other Colonies their respective contributions in aid of such guarantee. The east end of Java will be in telegraphic communication with London by the end of this year, except as regards the section between Singapore and Pegue, which, however, the Indian Government are taking steps to execute. Some persons, both in South Australia, Victoria, and here, desire to make the through communication with England depend in part on a land line in some direction across Central Australia, either to Cambridge Gulf or to some point on Gulf Carpentaria. As this will affect the amount of the Company's capital, by shortening the sub-marine portion of the line, a decision will have to be obtained upon this point from the several Colonies should it be seriously urged.

As this is a national question, requiring the common agreement and action of all the Colonies upon several matters, and a work which will produce equal advantages to all, as regards through communication with England, I hope, Sir, that your Government will undertake the task of obtaining such a common agreement and action, and will propose to Parliament that New South Wales shall bear its fair proportion of the burden.

I have, &c.,

F. GISBORNE.

THE HONORABLE

C. COWPER, M.P.,

Colonial Secretary.

[Enclosure 1 in No. 2.]

Government House, Hobart Town,
July 13, 1859.

Sir Henry Young acknowledges the receipt, yesterday, of Mr. Gisborne's letter of the 6th July, from Melbourne, and, having laid before his Executive Council the proposals for completing the Electric Telegraph through Australia, he is enabled to say that when Mr. Gisborne visits Hobart Town to discuss the subject further, there will be a disposition on the part of the local Government of Tasmania, to enter into consideration of the proportionate interest which this Island should take in the project relatively to that which may then be ascertained to be taken in it by the Governments on the main land of Australia.

F. Gisborne, Esq.,
Sydney.

[Enclosure 2 in No. 2.]

General Post Office,
Melbourne, 3 August, 1859.

Sir,

I am directed to inform you, with reference to the correspondence that has taken place on the subject of Telegraphic Communication between Europe, the East, and Australia, that the Postmaster General has brought your proposal under the notice of his colleagues, who are fully impressed with the importance of the subject, and aware of the great advantages that would arise were an Electric Telegraph Line to be established between Europe, India, and the Australian Colonies.

I am also directed by Dr. Evans to state, that although the Government cannot be pledged to recommend any particular scheme, the whole subject will be submitted, as early as possible, for the consideration of the Legislature.

I have, &c.,

WILLIAM TURNER.

[Enclosure 3 in No. 2.]

India Office,
7 April, 1859.

Sir,

The Secretary of State for India, in Council, has had under consideration your letter, dated the 30th ultimo, representing the measures which have been taken, and which are in contemplation, for laying down a Telegraphic Cable between Singapore and Australia, and urging the Government of India to construct the only remaining section that will be required to complete the Telegraphic Communication between this country and Australia, viz.:—from Pegue to Singapore, and I am instructed, in reply, to inform you, that Lord Stanley

Stanley is now in communication with the Lords Commissioners of Her Majesty's Treasury upon the measures which should be taken for constructing the line in question, and that a further letter shall be addressed to you when a decision upon the subject has been arrived at.

I have, &c.,
J. COSMO. MELVILL.

No. 3.

REPORT, to the Honorable the Secretary for Lands and Public Works, by Captain Martindale, R.E., Commissioner for Internal Communication, on the proposition submitted by Mr. Francis Gisborne, for the establishment of Telegraphic Communication between Europe and Australia.

*Department of Internal Communication,
16 September, 1859.*

SIR,

The advantages to be derived from the possession of the fullest and most rapid means of Communication between Europe, the East, and Australia, whether in times of peace or war are too apparent to require enumeration, and their importance is enhanced by the present disturbed state of Europe and the probabilities of the future. It is natural, therefore, that any project for the establishment of through Telegraphic Communication should be welcomed with general interest and satisfaction, and excite an earnest feeling for its success.

The proposition to effect this object now submitted by Mr. Gisborne, on behalf of the promoters of the Australian Telegraph, is as follows:—

“A submarine line to be laid from Moreton Bay to Banjoewangi (E. Java), the estimated cost being £720,000, and the Capital to be raised not to exceed £800,000 (a).

“The line to be constructed, held, and worked either by the several Colonial Governments, as their joint property, or by a Company to be formed (b).”

In the former case the different Governments would, of course, by their accredited agent or agents, make their own arrangements.

In the latter case Mr. Gisborne proposes that a subsidy should be given to the Company by each Government, or a guarantee of 6 per cent. interest on the outlay for 50 years on the basis of the 4½ per cent. guarantee (c) of Her Majesty's Government to the Red Sea and India Telegraph Company, the Shareholders to receive full interest on the amount of capital from time to time paid up during the period of the line being in course of construction, which is estimated at eighteen months, and subsequently the difference between the net receipts and 6 per cent.; the basis of the postal subsidy to be adopted in apportioning the liability of each Colony.

For the construction and working of the line, I should prefer the agency of a Company to the joint action of the several Colonial Governments.

No great force appears to exist in the objection that a Company is not yet formed; it may be assumed that such a guarantee can be given as would ensure the formation of a suitable Company.

I should prefer also to guarantee a fixed rate of interest, rather than to give a subsidy, but the proposed guarantee is such as, in my opinion, should not be assented to.

In the first place it assumes that Telegraphic Communication with the Mother Country, by way of India, would benefit Australia alone, whereas the Home Government have throughout recognized (d) that the execution of such a scheme would confer the greatest benefit on the Empire, as well as on the Australian Colonies. Whatever, therefore, be the guarantee given, I submit that the liability should be shared, at least, equally by the Imperial Government.

In

(a) Letter from Mr. Gisborne to the Honorable Charles Cowper, Esq., dated 8th August, 1859. Letter from Mr. Gisborne to His Excellency Sir W. Denison, dated 6th July, 1859.

(b) Letter of Mr. Gisborne of 6th, above referred to.

(c) Clause 6.—Schedule to Red Sea and India Telegraph Act, 1859, 22 Vic., Session, 1859.

(d) Letters from Mr. Merivale to Sir G. Clerk, dated 8th April, 1858, and from the Earl of Carnarvon to Sir W. Denison, dated 2 May, 1859.

In the second place the guarantee asked is contrary to one of the two great principles (a) named by the Home Government, as having been after considerable recent discussion at length acquiesced in and adopted generally, and as being those on which Her Majesty's Government are prepared to act in cases of a character similar to the present, viz.,—to provide that any guarantee of interest should only take effect after the lines are in working order, and for so long only as they continue to remain in that condition.

In the third place, the rate of interest (6 per cent.) asked, if it is to be guaranteed on the outlay during the construction, and subsequently whether the line be in working order or not, is excessive.

Provided, however, that the Imperial Government will adopt one-half of the entire liability, and that the guarantee take effect only while the line is in working order, I should feel no hesitation in recommending that interest should be guaranteed at the rate of six per cent., and that this Colony should take its share of such liability on the basis of the postal subsidy (b.)

The interest should, however, be paid only on the actual outlay, the probable amount of which is, I think, over estimated by Mr. Gisborne. The entire capital upon which interest should be guaranteed should not, in my opinion, be more than £650,000, or at the outside £700,000, so that the liability of this Colony would, under the arrangements proposed, not exceed £4,775 per annum (c.)

In estimating this outlay, I have among other matter assumed that the submarine portion of the line would not be brought further south than Port Curtis; first, because there is no valid reason why the cheaper land line should not be adopted thus far to the north; and, secondly because, if I am correctly informed, the influence of the barrier reef is not sufficient to protect the coast south of Port Curtis from heavy swells calculated to injure or destroy the cable.

Whether the land line should be extended from Port Curtis to the south of the Gulf of Carpentaria is worthy also of consideration.

From Gladstone, (Port Curtis) a practicable route could probably be found by following up the Rivers Burdakin, Lynd, and Mitchell, falling into the gulf near the fifteenth parallel, and running as far as 18° south latitude within 120 miles of the eastern coast which is indented with convenient bays and harbours for landing materials.

The main advantages of this line would be the opening up of so much new country; for as it would be necessary to take unusual precautions to secure the line from fire and injury, and also to build posts at short intervals, and to maintain a force for its protection from destruction by the Natives, the cost of construction and maintenance would be proportionately heavy; while it is possible that the Governments not directly concerned in developing north-eastern Australia might either prefer a different land line, (supposing one to be practicable) or might consider that the entire expense of that adopted should be borne by the Colonies more immediately interested in it.

The most ready plan, and that which appears most likely to commend itself generally, is the submarine line from Port Curtis to Java.

For this service Mr. Gisborne proposes that a cable should be laid, at the risk of the contractor, similar (d)—with the exception of the weight being increased from 21 to 22 cwt. per nautical mile—to that manufactured for the Red Sea and India Telegraph Company, and which is now working successfully between Suez and Aden.

From an examination of the charts there appears no reason to doubt that such a cable could be laid and worked successfully. The soundings along the proposed route will not as a rule, exceed 40 or 50 fathoms; the bottom is shewn as soft sand and mud, and the sea is said to be naturally calm.

From

(a) The other being "to grant no exclusive privileges"—letter from the Earl of Carnarvon to Sir W. Denison, 2 May, 1859.

(b) Mr. Gisborne suggests that, with the view of simplifying the necessary arrangements, the entire amount to be paid by the Colonies should be guaranteed by Victoria and New South Wales only; they obtaining from the other Colonies their respective contributions.

(c) Instead of £9,500 as suggested by Mr. Gisborne in his letter of 8th August above referred to.

(d) Letter to Sir W. Denison, of 6 July, above referred to, and Estimate for Cable.

From Banjoewangi (E. Java) to Batavia (W. Java) a land line exists, and the Netherlands Government has contracted for a submarine line, to be completed this year, to Singapore, and has undertaken to grant such terms, either to the Governments concerned or to a Company, as are sufficient to ensure telegraphic communication through its territory. (a)

The Secretary of State for India in Council was, in April last, in communication with the Lords Commissioners of Her Majesty's Treasury, upon the measures which should be taken for constructing the line from Singapore to Pegue; and it may be anticipated that this link in the telegraphic chain will be early supplied (b)

From Pegue to Kurrachee, and from Aden to Alexandria, there are existing lines. Between Kurrachee and Aden the cable which is manufactured is to be laid this year; over this entire length Her Majesty's Government exercise control; and the necessary concessions for the protection and working of the lines have been obtained from the Turkish and Egyptian Governments, where they pass through their territories. (c)

Between England and Alexandria the arrangements are both more complicated and not so complete. Between England and the Continent the lines belong to private companies. On the Continent and in Turkey they are in the hands of the State. Throughout Germany a Telegraphic Convention exists, fixing the charges, order of precedence, &c.; and there are similar conventions between France, Belgium, Prussia, and Switzerland. From these England is, in every case, excluded, except that, as I am informed, an arrangement exists by which her official messages can be sent in cypher, and have precedence over private messages; these latter, I presume, are under the protection of the State who first receives them.

At any rate, from England to Constantinople, and thence *via* the Dardanelles and Khio, continuous telegraphic lines exist; those from the Dardanelles to Candia and Egypt being held by an English Company; between Alexandria and Candia, however, the line has been twice lost, but it may be anticipated that the attempt will again be made to lay it.

Negotiations have also been in progress for some years past for a line from Ragusa *via* Corfu, and perhaps Candia, to Alexandria; and the Turkish Government, at one time, determined to undertake a line from Seutari to the Tigris, and *via* Bagdad to the Persian Gulf, but I believe the project is at a stand.

A very probable future line is one running from England *via* Gibraltar, Malta, Corfu, and Candia, to Alexandria; for the first portion to Gibraltar is to be laid next spring, and looking to the vast importance to the Empire of uncontrolled telegraphic communication, it may fairly be presumed the remainder will follow.

Under existing circumstances, however, it does not appear desirable that this Colony should give any guarantee, except upon condition of satisfactory arrangements being first made for the due transmission of its messages, at rates and in an order of precedence to be agreed upon by the Home Government, the Governments of these Colonies, and the representatives of *all* the lines along which they would pass.

There is, however, no reason why such arrangements should not be made; the concessions given by the Netherlands, Turkish, and Egyptian Governments, and the terms contained in the agreement made between the Lords Commissioners of Her Majesty's Treasury and the Red Sea and India Telegraph Company, already referred to, being taken as a guide.

The basis for negotiations with Mr. Gisborne would therefore be somewhat as follows:—

The Governments of New South Wales and Queensland (if concurrent) to continue the Australian land system to Port Curtis.

A company to be formed for the construction of a sub-marine line to place Australia in telegraphic communication with England—but to have no exclusive privileges.

The company to be formed within six months after an agreement for its formation shall have been entered into between the several Governments concerned and Mr. Gisborne acting for the promoters thereof.

The

(a) Conditions on which the British Government granted permission to the Netherlands Government to land a Sub-marine Cable, and to establish and administer a Station at Singapore; and letter from the Minister for the Colonies, dated The Hague, 19 March, 1859. See Appendix.

(b) Letter from Mr. Dickinson to Sir G. Clerk, dated 14 July, 1853, and from Mr. Melvill to Mr. Gisborne, dated 7 April, 1859.

(c) Concession granted to Mr. Gisborne by the Egyptian Government, and Agreement for the Establishment of the Telegraph Stations of the Red Sea Submarine Line.

The work to be undertaken by the company to be the laying down of a line of Electric Télégraph from Port Curtis to Banjoewangi.

The construction and laying down of the said line to be commenced immediately upon the formation of the company, and to be completed, and the line open for use, within two years.

The company to enter into a contract for the construction and laying down of the said line with contractors of high position and extensive experience in telegraphic operations; whereby the said contractors shall bind themselves to construct and lay down the said line from Port Curtis to Banjoewangi for a fixed sum, at their own risk and upon their own responsibility; and to hand over the line to the company in efficient working order within the said period of two years.

The company themselves efficiently to work the line for the transmission and delivery of messages.

All messages from or to Her Majesty or other Sovereign, or on public service, whether transmitted by the Home, Colonial, or Foreign Governments, to have priority over private messages; and if received from different Governments simultaneously to be dispatched alternately, the rates and charges to be paid thereon to be the same as those for private messages.

Private messages to be transmitted in the order in which they are received, and to be paid for at rates to be agreed upon between the several Governments concerned and the company.

The Imperial Government to guarantee during the period of fifty years one moiety, and the Colonial Governments the other moiety, of such sum as shall be sufficient to provide that the net receipts available for dividend upon each half-yearly statement of accounts, shall after payment of working expenses, be equal to interest at the rate of 6 per cent. per annum, upon the amount of outlay: Provided that the said outlay shall not exceed the sum of seven hundred thousand pounds, and that the said guarantee of interest shall be hold only to take effect after the line is in working order, and for so long as it continues to remain in such order, and only to supplement the net receipts so far as to provide that the half-yearly dividend shall be at the rate of 6 per cent. per annum upon the outlay.

The Government of New South Wales to be liable, upon the above conditions, for the half-yearly payment of interest at the rate of 6 per cent. per annum, on any sum not exceeding 22½ of £350,000.

All amounts paid by the several Governments under the above guarantee, to be a charge upon the Company, to be paid out of future surplus profits as hereinafter provided.

The company to keep proper and accurate accounts of capital and revenue expenditure, and of all moneys received for the working of the line; and all reasonable means to be furnished to the representatives of the several Governments interested to examine into and verify the correctness of such accounts.

The working expenses to include management, and to be paid in the first instance out of gross receipts, and should these be insufficient, then out of the reserve fund hereafter mentioned, or, failing that, out of the capital of the Company.

If upon any half-year during, or after, the said fifty years, the net receipts shall be more than sufficient to pay a dividend at the rate of 6 per cent. per annum upon the outlay, the surplus shall be applied as follows:--

- (a) One-third to repay any debt due for payments made by the several Governments under their guarantee, in proportion to their payments; one-third towards a reserve fund not to exceed 10 per cent. of the outlay; one-third to increase the dividend to 10 per cent. per annum upon the outlay.
- (b) If there be no debt, two-thirds to be applied to increase the dividend to 10 per cent., and the remaining third, and any portion of the two-thirds not required so to increase the dividend, towards the reserve fund.
- (c) If the reserve fund be completed the dividend to be made up to 10 per cent., and any surplus remaining to be applied, either in reduction of the rates and charges,

charges, in the creation of a fund for the redemption of the Government guarantee, or, as shall be agreed upon by the several Governments interested.

The reserve fund to be applied, as occasion may require, for such purposes of restoration and construction as are not justly chargeable to working expenses, and if the reserve fund be not sufficient for these purposes they shall be paid out of the capital of the Company.

The reserve fund, if reduced by any such payments, to be made good in the same manner as upon its original formation, and to be invested and the interest carried to revenue receipts.

In case the line from Port Curtis to Banjoewangi should not be laid and at work within the period specified, any agreement made to become null and void.

In case the Company, during the said period of fifty years after the line is opened for work, fail to reinstate or restore, as occasion require, or efficiently to work the said line, the said Company shall, on demand being made by the Governments interested, transfer to their agents, after six months notice, all their Telegraph lines, works, instruments, and machinery, together with all their rights and privileges, on terms similar to those made between Her Majesty's Government and the Red Sea and India Telegraph Company.

The several Governments interested to be entitled to appoint Agents to represent them in the Board of Directors, and to remove the same and appoint others in their stead, and such representatives shall possess all the powers and perform all the duties assigned to the *ex officio* Directors, under the Red Sea and India Telegraph Company Act, and in addition, shall have the right to initiate and lay before the Board such measures as appear to them necessary; and in cases of difference of opinion between such representatives they shall vote among themselves, and act in accordance with the decision of the majority.

The Board of Directors shall sit either in London or in one or other of the Colonies, or the Board of Directors shall sit in London and a local Board in one or other of the Colonies, as may be agreed upon.

Any Government or the Company shall have the right to establish a station on payment of the cost of so doing, and on giving a guarantee to cover its working expenses.

In case one wire should be found insufficient for the purposes of communication, the Company shall lay down an additional wire or wires on terms similar to those now proposed.

The Governor in and over any of the Australian Colonies may, in case of necessity, take possession of the stations of the said Telegraph line within such Colony, under provisions similar to those contained in the Red Sea and India Telegraph Act.

The provisions of that Act* would apply generally to the line now contemplated, and it might form the basis for the Imperial and Colonial Acts required for its construction and working.

I have been unable to obtain any reliable information as to the probable tariff for messages, but I apprehend that the important results to be derived from such rapid communication would altogether outweigh the expense of the transmission of messages, and that the line would be freely used.

I have given some consideration to the probable amount of working expenses, but until the length and character of the line, and the number, position, and character of its stations are decided, no estimate sufficiently accurate to record, can be given.

My attention has also been turned to the other lines that have been projected, for connecting Australia by telegraph with England and the East; these are,—

From Ceylon to Western Australia *via* Keeling's Island, and thence overland, or by a sub-marine line, to Adelaide.

From Java to Adelaide *via* Western Australia.

From Coepang (Timor) to Cambridge Gulf, and across the Continent to Adelaide.

The Superintendent of Electric Telegraphs † in Victoria at one time preferred the first of these routes, but I believe he has since seen cause to modify that opinion, and to agree

* The copy of the Act attached is as "amended in Committee,"—not as finally passed, but I am informed there is little or no difference between them.

† Report by Mr. M'Gowan, dated 1 January, 1859.

agree with the Superintendent of South Australia* in favor of that proposed by Mr. Gisborne. I concur in thinking it the best route yet proposed.

Should Mr. Gisborne, therefore, be disposed to enter into arrangements on the terms above stated, I submit that the risk entailed upon this Colony by the guarantee will be so trifling, as compared with the advantages to be derived from the proposed work if successfully carried out, that, under the sanction of Parliament, negotiations should at once be entered into with the Home Government, the neighbouring Colonies, and Mr. Gisborne, for its execution, and that a pledge should be given that this Colony will take its share of the guarantee on conditions such as those detailed in this Report.

I have, &c.,

THE HONORABLE THE SECRETARY
FOR LANDS AND PUBLIC WORKS,
&c., &c., &c.

B. H. MARTINDALE.

[Enclosure 1 in No. 3.]

Boulton Row,
17 April, 1859.

My dear Sir,

I send you, enclosed, the exact proportions of the Australian Correspondence, on which the division of the Postal subsidy is calculated.

Yours, &c.,

F. Gisborne, Esq.,
&c., &c., &c.

W. H. STEPHENSON.

Victoria	58½
New South Wales	22¼
South Australia	7½
New Zealand	5½
Tasmania	5½
West Australia	½
	<hr/>
	100
	<hr/>

[Enclosure 2 in No. 3.]

(Circular.)

Downing-street,
29 May, 1858.

Sir,

I transmit, for your information, the copy of a letter from Mr. Lionel Gisborne, relative to a project which he has in view for effecting a telegraphic communication, by way of India, with Australia. I also annex copies of a correspondence between this department and the India Board on the subject; and I shall be glad to be favored with any remarks which may occur to you on a question which, it is almost superfluous to add, promises to be of the utmost importance to the interests of the Colony under your Government.

20 March, 1858.

Colonial Office,
8 April, 1858.
India Board,
24 May, 1858.

I have, &c.,

Governor
Sir W. T. Denison, K. C. B.,
&c., &c., &c.,
New South Wales.

STANLEY.

Downing-street,
8 April, 1858.

Sir,

I am directed by Lord Stanley to transmit to you, for the consideration of the Commissioners for the affairs of India, the enclosed copy of a letter from Mr. L. Gisborne, on the question of a telegraphic communication, by way of India, with Australia. Mr. Gisborne's plan is, 1st, to endeavour to obtain from the Indian Government a contract for the line from Tenasserim (where it could join the Indian telegraphic system) to Penang and Singapore.

2nd. From thence with the aid of a subsidy of which he states that he has already obtained the promise from the Dutch Government to carry it (without aid from England or from any Colony) to the north coast of Australia.

3rd. To induce the Governments of the various Australian Colonies to carry it on down the east coast to Moreton Bay, and thence to Melbourne.

Each

* Report by Mr. Todd, dated 18 July, 1859.

Each part of this plan is dependent for success on the success of the rest.

I am to request that you will express Lord Stanley's opinion that the execution of this project, if it can be successfully carried into effect, would confer great benefits on Australia and the Empire, and that on this ground his Lordship begs to recommend it to the consideration of the Commissioners for the affairs of India, with whom, however, it must rest to decide on its feasibility and also its expediency, so far as regards India. Should they find sufficient grounds to authorise the execution of the Indian part of the work, Lord Stanley will be prepared to recommend the plan to the Australian Governments, but without the concession of exclusive privileges or the expectation of assistance from Imperial Funds, neither of which objects, it is to be observed, are asked for in the proposal in the shape in which it is at present submitted.

Sir G. Clerk, K.C.B.

I am, &c.,

H. MERIVALE.

6, Duke street, Adelphi (W. C.),
20 March, 1858.

My Lord,

On the 12th of October last I addressed a communication to Her Majesty's Colonial Minister upon the question of telegraphic communication with Australia.

Your Lordship favoured me with an interview upon this matter, during the course of this morning.

The two points I am desirous of calling your Lordship's attention to are:—

1. That the Indian Government should give an assurance that they will execute a telegraphic line between their possessions in the Continent of India and Singapore.

2. That when such an assurance is given, your Lordship will communicate to the Australian Government the project I have had the honor to submit, and will place me in a position to negotiate the execution of it through the Australian Government.

I have, &c.,

The Right Honorable
Lord Stanley.

LIONEL GISBORNE.

India Board,
24 May, 1858.

Sir,

The Commissioners for the affairs of India have communicated with the Court of Directors of the East India Company, on the subject of your letter of the 8th ultimo, recommending, by order of the Secretary of State for the Colonies, to the consideration of this Board, a plan proposed by Mr. Lionel Gisborne for a telegraphic line to Australia—one portion of the plan being that the Government of India shall, at their own cost, carry the line from the Continent of India to Singapore; and I am instructed to transmit to you, for the information of Lord Stanley, a copy of a letter, dated the 18th instant, which the Board have received from the India House, and a copy of a Despatch on the subject, which will be sent to the Governor General of India in Council by the Mail of the 25th.

I am, &c.,

Herman Merivale, Esq.,
&c., &c., &c.

GEORGE CLERK.

East India House,
18 May, 1858.

Sir,

The Court of Directors of the East India Company have had under consideration Sir George Clerk's letter of the 13th ultimo, with its enclosed letter from the Colonial Office, and its accompaniment regarding a scheme proposed by Mr. Lionel Gisborne for effecting telegraphic communication, by way of India, with Australia—one of the proposals connected with the project being, that the Indian Government should give an assurance that they will execute a telegraph line between their possessions on the Continent of India and Singapore.

2. In considering this important proposition, the Court have, with the Board, assumed that the main object of the undertaking is to connect Australia with *England* by means of the telegraph. The first obvious step towards the attainment of that object is the completion of telegraphic communication between this country and India, and it appears to the Court that it would be premature to adopt measures in regard to a line beyond India, while the question as to the manner in which the European line of telegraph is to be extended to India is still undecided.

3. Having made these preliminary observations, the Court desire me to state, that it would afford them much pleasure to promote the project now brought to their notice in such a manner as should be consistent with the interests of India. The Court would observe, however, that the section which it is proposed should be executed by the Government of India would be an extensive and difficult undertaking, and they are unable to pass a judgment upon

upon its feasibility or cost, without a previous survey of the coast, and without a report by the local authorities upon the question. They accordingly propose at once to invite the consideration of the Government of India to the subject.

I have, &c.,

J. D. DICKINSON.

The Secretary
of the Indian Board.

COPY of a letter from the Court of Directors of the East India Company to the Governor General of India in Council.

May, 1858.

1. We forward in the packet copy of a letter, and of its enclosures, which has been received from the Board of Commissioners for the affairs of India, and of our reply thereto, regarding a scheme proposed by Mr. Lionel Gisborne for effecting telegraphic communication, by way of India, with Australia.

2. You will observe that one of the proposals is that the Government of India should undertake the construction of a line from the point on the eastern coast of the Bay of Bengal, where the Indian system terminates, to Singapore. We desire, therefore, that you will take such steps as may enable you to form a judgment upon the cost and feasibility of this section, and report your opinion to us as soon as practicable.

(Circular.)

Downing-street,
27 July, 1858.

Sir,

With reference to my predecessor's circular Despatch of the 29th May, forwarding, for any remarks which might occur to you, copies of communications which had passed between this Office and the Commissioners for the affairs of India, relative to a plan proposed by Mr. Lionel Gisborne for laying down a telegraphic line of communication, by way of India, between this country and Australia, I transmit herewith, for your information, copies of a further correspondence which has passed upon the subject.

Mr. Gisborne,
8 June, 1858.
C. O. to India
Board, 22 June,
1858.
India Board,
17 July, 1858.
C. O. to Mr.
Gisborne.

I have, &c.,

E. B. LYTTON.

Governor Sir William Denison, K.C.B.,
&c., &c., &c.

Downing-street,
22 June 1858.

Sir,

With reference to your letter of the 24th ultimo, I am directed by Secretary Sir Edward Bulwer Lytton to transmit to you, for the consideration of the Commissioners for the affairs of India, the enclosed copy of a letter from Mr. Lionel Gisborne, submitting some remarks on the subject of the conclusion signified on the subject of that part of his proposed line of telegraphic communication from England to Australia, which lies between the Continent of India and Singapore.

June, 1858.

I am, &c.,

H. MERIVALE.

Sir George Clerk.

6 Duke-street, Adelphi,
8 June, 1858.

My Lord,

I have the honor to acknowledge your Lordship's letter of the 3rd instant, enclosing correspondence with the Board of Control and H. E. I. Co., upon the subject of telegraphic extension to Australia.

Mr. Dickinson, in his letter of the 18th of May, states—after acknowledging the importance of the project, and the desire of the H. E. I. Co. to see it carried out—"The Court would observe, however, that the section which it is proposed should be executed by the Government of India would be an extensive and difficult undertaking, and they are unable to pass a judgment upon its feasibility or cost without a previous survey of the coast, and without a report by the local authorities upon the question. They accordingly propose at once to invite the consideration of the Government of India to the subject."

I would observe that the proposed communication between the continent of India and Singapore is not difficult, and that there exists all the information upon the subject necessary to decide the feasibility and cost. The chart sent herewith shews that detailed soundings, &c., exist the whole way between Rangoon and Singapore, and there exists at the Hydrographical Office most detailed charts of the places where it is proposed to land the cable. My estimate for the whole line between Tenasserim and Singapore is under £150,000, and I am prepared to find a responsible contractor to execute it for that sum, at his own risk, as far as laying the cable and handing it over to the H. E. I. Co. in an efficient working state.

I am unaware of any length of cable laid in a sea where, judging from the charts and the reports of mariners, such remarkable facilities exist as in the reach between Tenasserim and Singapore.

I had the honor of informing Lord Stanley, at the interview he favoured me with, that the concession granted by the Netherland Government was limited in time for carrying out its provisions, and that I am under engagement to that Government to send, without delay, to Australia to negotiate the extension of the telegraph within that Colony.

A reference of the Singapore section to the Governor General in India will delay the question for many months, and, I respectfully submit, without any practical object being attained towards prosecuting the Australian project.

The Dutch Government, with the same charts and information before them as the H. E. I. Co. have access to, admitted the feasibility and importance of the *whole* question, and gave the necessary facilities for carrying out their link. It appears that your Lordship's department are prepared to recommend the same course to the Australian Colonies; all I ask is, that the H. E. I. Co. shall, when the whole project is ripe, undertake to carry out the portion which specially comes under their control.

Should the Court consider the Singapore telegraph of such importance *per se*, as to warrant them to have it carried out at *once*, I am prepared to undertake it through responsible contractors; but my proposition to Lord Stanley was that the Court should decide upon doing their section when the remainder of the Australian line was finally in hand, his Lordship remarking most truly, in his letter of the 8th of April, 1858, that "each part of this plan is "dependent for success on the success of the rest."

What I am desirous of obtaining is an assurance from Her Majesty's Government, or the Honorable Court, to the Australian Authorities that the Singapore section shall not remain unmade as a link in the Australian and China Telegraph.

I have, &c.,

LIONEL GISBORNE.

The Right Honorable
The Earl of Carnarvon.

Downing-street,
July, 1858.

Sir,

17 June, 1858.

With reference to my letter of the 22nd ultimo, in which you were informed that a copy of your further letter of the 8th June, relative to the execution of that part of your proposed line of telegraphic communication from England to Australia which lies between the Continent of India and Singapore, had been referred for the consideration of the Commissioners for the affairs of India, I am directed by Secretary Sir E. Bulwer Lytton to transmit, for your information, a copy of the answer which has been returned on the subject by that Board.

I am, &c.,

CARNARVON.

Lionel Gisborne, Esq.

India Board,
17 July, 1858.

Sir,

With reference to the communication which you made to this Board on the 22nd ultimo, I am desired by the Commissioners for the affairs of India to transmit, for the information of the Secretary of State for the Colonies, a copy of a letter, dated the 14th instant, which has been received from the Court of Directors of the East India Company respecting the plan of Mr. Lionel Gisborne for a telegraphic line between England and Australia, by way of Rangoon and Singapore.

I am, &c.,

GEORGE CLERK.

H. Merivale, Esq.

East India, House,
14 July, 1858.

Sir,

I have laid before the Court of Directors of the East India Company Sir George Clerk's letter of the 26th ultimo, transmitting copy of a letter which has been addressed by Mr. Lionel Gisborne to the Colonial Office, in consequence of that department having forwarded to him a copy of my letter of the 18th May, regarding his scheme for telegraphic communication with Australia by way of India.

2. The Court were given to understand by the enclosures to Sir George Clerk's letter of the 13th April, that the main object of Mr. Gisborne's scheme was to establish telegraphic communication between Australia and this country, and that a part of his plan was to "obtain from the Indian Government a contract for a line from Tenasserim to Penang and "Singapore."

3. The Court desire me to state that, notwithstanding Mr. Gisborne's statement as to the easy nature of that part of the undertaking, they do not feel in a position to enter into arrangements for the execution of a work of this description without a previous communication with the Government of India, with a view of obtaining the report of their Superintendent of Electric Telegraphs, or of some competent officer upon the subject, and it did not appear to them that the time employed in obtaining a reply to that reference could delay the completion of a work, which is to form the continuation of one to India, for the construction of which arrangements have not yet been made.

4. As, however, it appears from Mr. Gisborne's letter, now under notice, that the concession granted to him by the Netherlands Government is limited in time, and is conditional upon an assurance that the link between Rangoon and Singapore will not be left undone, the Court cannot hesitate to express their opinion, that when measures have been matured for making such remaining portions of the line as may be required to complete the telegraphic communication between this country and Australia, it would be the duty of the Indian Government to take steps for the simultaneous construction of that part of the line which lies within its jurisdiction.

I have, &c.,

The Secretary, India Board.

J. D. DICKINSON.

[Enclosure 3 in No. 3.]

AUSTRALIAN TELEGRAPH.

ESTIMATE for a Cable of the same specification as Red Sea Cable, only with a slightly increased weight of hemp and outside wires, so that the Australian Cable shall weigh 22 cwt. instead of 21 cwt. per knot:—

	Direct distance.	
C. Sedano (E. Java) to Coupang (Timor)	590 knots	
Coupang to Port Essington... ..	525 "	
Port Essington to Cape York	635 "	
Cape York to Cape Cleveland	619 "	
Cape Cleveland to Moreton Bay... ..	655 "	
	<hr/>	
Total direct distance	3,024 "	
25 per cent. slack	756 "	
	<hr/>	
	3,780 "	at £110 £415,250
Shore ends	100 "	at £50 5,000
4 Steamers, 1,800 tons each = 7,200, at 24s. per ton per month, for 10 months...		86,400
25 tons of Coals a day for each of the 4 Steamers, for 180 days, at £3		54,000
		<hr/>
		£560,650
Contractor to insure (Ships and Coals) £140,400, at 6 per cent.		8,424
Risk of laying, 20 per cent. on £420,250 (value of Cable)		84,050
Instruments for 6 Stations		2,400
Halske and Siemen's Staff of Electricians		12,000
Company to insure against sea risk, £420,250 (value of Cable), at 6 per cent.		25,212
Building 6 Stations		12,000
		<hr/>
		£704,736
Reserve Fund, 10 per cent.		70,000
		<hr/>
		£774,736
		<hr/>
Grand Total, say		<u>£800,000</u>

MEMO.

Shipping Cable... ..	60 days.
Voyage out	75 "
Laying	80 "
Voyage Home	85 "
	<hr/>
	300 "

Steaming:—

Voyage out	70 days.
Laying	40 "
Voyage Home	70 "
	<hr/>
	180 "

Communicated by me to Captain Martindale, R.E., Commissioner for Internal Communication, New South Wales.

F. GISBORNE.

11 August, 1859, Sydney.

[Enclosure 4 in No. 3]

6 Duke-street,
Adelphi, 23 August, 1858.

ABSTRACT of Specification and Estimate to Board of Red Sea and India Telegraph Company, this day agreed to by Messrs. Newall & Co.

Specification:—

7 copper wires in a strand, at per knot 180lbs. Gutta percha, } 2 coverings, and 2 Chatterton's patent at 212.....	3½ cwt.
Yarn	1½ cwt.
18 iron best selected charcoal wire, weighing	16 cwt.
Total per knot, deep water sample	21 cwt.

Shore ends:—

Same, gutta percha and copper wire, per knot.....	3½ cwt.
Yarn	2½ cwt.
9 iron best selected charcoal, weighing	61 cwt.

Shore ends, per knot..... 67 cwt.

Deep water cable, per knot, f. o. b. £105.

Shore ends..... £160.

Slack, 25 per cent. ; risk of laying and staff, 20 per cent. + £5,000

to Aden, or £10,000 to Kurrachee.*

Ships and Coals..... £110,000.

LIONEL GISBORNE.

* For ship's fittings.

[Enclosure 5 in No. 3.]

Aden, 2 June, 1859.

Sir,

We authorise you to accept on our behalf a Contract for a Submarine Telegraph Line, from the East End of Java to Moreton Bay, on an estimated direct distance not exceeding 3,004 nautical miles, for a sum of six hundred and sixty-five thousand pounds, the Contract to be based on that we have with the Red Sea and Indian Telegraph Company.

The above sum of £665,000 to include manufacture of cable and risk of laying it, ships, and their insurance.

The cable to be the same as the Red Sea and India Cable, excepting that the outer covering of hemp and wire is to be made slightly heavier to give a more perfect protection to the gutta percha, and the cable to weigh 22 cwt. instead of 21 cwt. per nautical mile, and to include, also, instruments for six stations, by Siemens & Halske of Berlin.

The insurance of the cable is to be put upon the same footing as that for the Indian Cable, excepting that a margin for our profit must be insured at the same time, which is to be agreed upon.

We reserve the right to increase the price of the cable or withdraw from the Contract should any rise occur in the price of materials between this date and the day the Contract is communicated to us.

We undertake to lay the lines and deliver them over in complete working order, and capable of transmitting a minimum of ten words per minute over any direct distance not exceeding 500 nautical miles, within two years of the Contract being communicated to us.

This offer not to be binding on us after the 31st December, 1859.

We are, &c.,

Francis Gisborne, Esq.

R. S. NEWALL, & Co.

[Enclosure 6 in No. 3.]

MEMORANDUM of AGREEMENT made and entered into between the Red Sea and India Telegraph Company, of the one part, and Robert Sterling Newall, Charles Liddell, and Lewis Dunbar Brodie Gordon, all of Abingdon-street, Westminster, in the County of Middlesex, and of Birkinhead, in the County of Chester, trading under the firm of R. S. Newall and Co., of the other part.

—Dated the twenty-third day of October, 1858.

THE said parties agree to enter into a Contract for the manufacture and laying down of a Submarine Telegraph Cable from Alexandria to Kurrachee by Aden, upon the following terms and conditions:—

1. The said Messieurs Newall and Company shall manufacture and lay down the cable from Suez to Kurrachee at their own risk and responsibility, and deliver over the same to the Company complete in full working order, and in condition to transmit ten words per minute by means of recording instruments of the most improved construction, to be selected by the Board of Directors of the said Company, for the following sums:—

From Suez to Aden for the sum of £225,000

From Aden to Kurrachee for the additional sum of 246,425

2. The above payments are to include all expenses of every kind connected with the manufacture and laying, except as hereinafter mentioned, of a cable according to the specification annexed to this agreement, and according to the sample delivered at the Office of the Company in the course to be specified by the engineer between Suez and Kurrachee, Messrs. Newall and Company being under the obligation of making the cables of requisite length to unite the several stations specified in the annexed Table.

3. The cable is to be landed and attached to stations at the points specified in the said Table, or not exceeding three principal and six intermediate stations throughout the whole routes, and to include connections with the stations by wires placed under ground for distances not exceeding two hundred yards above high water spring tides, the Board of Directors of the said Company to have the power to vary the intermediate stations if they think fit, but so as not to increase the total distance as specified in the said Table, excepting on the conditions hereinafter mentioned in clause eleven.

4. The Board are to have the right of inspecting and testing the cable and materials during manufacture and while laying by their own members, and by their officers and other persons appointed by them, in such manner and at such times as they may think fit, so as not to interfere with the progress of the work.

5. The above payments for the cable between Suez and Aden, and Aden and Kurrachee, are to be made as under, namely:—Eleven thousand pounds on signing this agreement, ninety pounds per nautical mile to be paid at the end of each calendar month, on the quantity of cable made, according to the terms contained in article 2, and certified by the Company's officers, not exceeding in all the length of one thousand seven hundred nautical miles for the line from Suez to Aden, and two thousand nautical miles for the line from Aden to Kurrachee, the balance of the proportions of the amounts of two hundred and twenty-five thousand pounds, and two hundred and forty-six thousand four hundred and twenty-five pounds, calculated according to the annexed Table to be paid at the expiration of thirty days after completion in all respects, according to the terms of this contract, of each section or division between station and station, and no part of the money is to be considered as due until the cable for each section shall have been efficiently at work as hereinbefore specified for one clear calendar month. The cable as made and paid for under this agreement to become the property of the Company; any surplus cable remaining after the final completion of the contract is to belong to the parties of the second part.

6. Five per cent. to be deducted from all payments made under the last clause, and the amount of such deductions to remain in the hands of the Company at interest, after the rate of four pounds ten shillings per cent. per annum, and to be paid over to Messieurs R. S. Newall & Co. on the final completion of this contract.

7. Messrs. R. S. Newall & Co. shall provide all necessary ships, including coals and all necessary supplies and wages, and fit them out with all proper machinery for laying the cable, for the sum of one hundred and ten thousand pounds, that is to say:—Fifty-five thousand pounds for the line to Aden, and fifty-five thousand pounds for the line from Aden to Kurrachee, which ships the Company shall have the option of purchasing, at a valuation, after the Cable has been laid down, if the property of Messieurs Newall. Notice of desire to purchase to be given in writing, within one month before the sailing of the ship from the Country with the last section of the cable. The amount payable in respect of the ships is to be paid as follows, videlicet:—

Thirty thousand pounds on the execution of this agreement.

Thirty thousand pounds when the vessels are fitted and ready for receiving the cable on board.

The remaining fifty thousand pounds to be paid in nine equal monthly instalments, commencing from the sailing of the first vessel.

8. Messrs. Newall's shall put up and attach suitable and proper Telegraphic wires by land, from Alexandria to Suez, upon the poles of the existing lines of telegraph of the Egyptian Government, or upon new poles to be erected for the Company by Messieurs Newall, at their own cost, according to the specification to be furnished to them by the Company's Engineer, communicating with the European Telegraph at one end, and the Telegraphic Cable in the Red Sea at the other, for a sum to be agreed upon, and not to exceed a cost to the Company—estimated at about or under fifteen thousand pounds—to be paid by the Company, on the Certificates of their Engineer, as the materials are supplied and the work proceeds, and at the expiration of one month after the date of each certificate. The wires to be put up and insulated, and completed in all respects according to the conditions of this agreement.

9. Messrs. R. S. Newall & Co. shall construct, or provide, suitable stations throughout the line, and supply the same with household furniture, and all instruments requisite for the Telegraph, to be approved by the Board, for a sum to be agreed upon—not to exceed a cost estimated at about fifty thousand pounds for the whole route from Alexandria to Kurrachee, or about twenty-five thousand pounds for the route from Alexandria to Aden. The payments under this clause to be made when the work contracted for has been completed in all respects in accordance with this Contract.

10. Messrs. R. S. Newall & Co. are, at the cost of the Company, to insure the cable against risk of damage by sea and fire, in the usual manner, to the full amount of the advances made to them; the policies to be effected in the name of the Company, and to be placed in the hands of the Company, and in the event of their failing to comply with either provision the Company themselves to be at liberty to insure.

11. Any additional cable required, by reason of any increased number of stations, or alteration in their position, as specified in the said Table, to be paid for at the same rate per knot of direct distance, between station and station, as shewn on the said Table, and any additional number of stations, including instruments and fittings as aforesaid, to be paid for by the Company as may be agreed between Messrs. Newall and the Company's Engineer.

12. The Cable is to be laid between Suez and Kurrachee within twelve months from the date of this Contract.

13. The Contract necessary to give effect to these arrangements, and to carry out the objects, is to be prepared by Messrs. Freshfield and Newman, the Company's Solicitors.

The

The Company will apply for a Government steamer to assist the steamers in the operations of laying the cable, or supply another suitable for the purpose.

As witness the Seal of the Company, and the hands and seals of the parties hereto of the second part.

Scaled by order of the Board.

C. L. PEEL,
Secretary.

TABLE REFERRED TO.

	Direct distance in nautical miles.	
From Suez to Cossire.....	260	£42,700
Cossire to Jeddah	390	64,050
Jeddah to Camaran.....	440	72,260
Camaran to Aden	280	45,990
	<u>1,370</u>	<u>£225,000</u>
Aden to Maculla.....	275	£43,150
Maculla to Kooria Moorla	470	73,775
Kooria Moorla to Ras-al-Had.....	400	62,800
Ras-al-Had to Kurrachee	425	66,700
	<u>1,570</u>	<u>£246,425</u>

This Table is framed with a view to facilitate the calculation of the payments to be made in respect of each section.

Specification of Red Sea Telegraph Cable.

Deep Sea Cable :—

Conductor, 7 wire strand, weighing per knot.....	180lbs.
4 times covered with gutta percha, according to Chatterton's patent, weight per knot	212lbs.
Total	<u>3½ cwt.</u>

Hemp yarn serving	1½ cwt.
18 wires, best selected charcoal iron	16 cwt.
	<u>21 cwt.</u>

Shore end Cable :—

Same gutta percha as above	3½ cwt.
Yarn serving	2½ cwt.
9 best iron wires	61 cwt.
	<u>67 cwt.</u>

I, Salem Constable Harris, of London, Notary Public, by Royal Authority duly admitted and sworn, do hereby certify, to whom it may concern, that the foregoing is a true and faithful copy, agreeing word for word and figure for figure with the original agreement and table to me (Notary) produced, and after due examination returned.

As I do attest under my Notarial Firm and Seal, to serve and avail where need may require.

London, the fifth day of November, one thousand eight hundred and fifty-eight.

SALEM C. HARRIS,
Notary Public.

[Enclosure 7 in No. 3.]

Concession accordée à M. Léon Gisborne par le Gouvernement Egyptien.

Preamble.

S. A. Mohammed-Said Pacha, Vice-Roi d'Egypte, accorde à M. Léon Gisborne, ingénieur Anglais, et à ses cessionnaires, la concession dont les conditions sont déterminées par les Articles suivants pour l'établissement d'une communication télégraphique entre le télégraphe sousmarin qui doit être posé des Dardanelles à Alexandrie, et un autre télégraphe sousmarin qui doit aussi être posé de Suez jusqu'aux Indes.

ART. 1.

Les fils peuvent être posés sur les poteaux du télégraphe Egyptien.

La communication télégraphique concédée par les présentes à travers le territoire Egyptien sera composé d'autant de fils télégraphiques que le sus-dit Léon Gisborne, et ses cessionnaires, jugeront nécessaires. Ces fils seront posés sur les poteaux de télégraphe Egyptien entre Alexandrie et Suez, autant qu'ils y trouveront place. Le nombre des fils sous-marins nécessaire au service général aboutira aux stations d'Alexandrie, de Suez, et de Kosseir.

ART. 2.

ART. 2.

Les sus-dits fils et les établissements des stations seront posés, établis, entretenus et exploités par le Sr. Léon Gisborne, et ses cessionnaires, à leur seuls frais, pendant quatre-vingt-dix-neuf années, à dater de leur mise en œuvre. Les poteaux entre Alexandrie et Suez seront entretenus par le Gouvernement Egyptien et le Sr. Gisborne, et ses cessionnaires, à frais communs, en proportion du nombre de fils qu'ils auront respectivement sur les dits poteaux.

Les fils et stations seront entretenus pendant 99 ans.

ART. 3.

Dans le cas où le Sr. Gisborne, et ses cessionnaires, trouveraient plus convenable de se dispenser de poteaux et d'établir à leur frais, et sur la ligne du chemin de fer Egyptien, la communication télégraphique concédée au moyen de fils souterrains l'entretien des poteaux entre Alexandrie et Suez, resterait à la seule charge du Gouvernement Egyptien.

Les fils peuvent être posés sous terre.

ART. 4.

La communication télégraphique concédée, ainsi que ses stations et constructions, sera surveillée et protégée par le Gouvernement Egyptien sans qu'il puisse en résulter aucune responsabilité pour lui.

Gouvernement Egyptien protégera les fils et stations.

ART. 5.

Le Sr. Gisborne, et ses cessionnaires, auront le pouvoir de nommer de payer et de congédier à leur volonté tous les employés nécessaires à l'établissement à l'entretien, et à l'exploitation de la communication télégraphique concédée avec ses stations et constructions.

Compagnie nommera tous les employés.

ART. 6.

Le Sr. Gisborne, et ses cessionnaires, auront la jouissance des terrains et constructions nécessaires à l'établissement et à l'entretien de la communication télégraphique concédée aux stations d'Alexandrie, de Suez et Kosseir, soit qu'ils obtiennent cette jouissance du Gouvernement Egyptien soit qu'ils l'acquieient des particuliers, et ils acquitteront les charges et impôts auxquels les dits terrains et constructions seront assujettés d'après les lois du pays.

Compagnie aura la jouissance de terrains pour stations.

ART. 7.

Toute dépêche provenant des fils sous-marins de la Méditerranée et de la Mer Rouge, adressée à une personne quelconque qui se trouve en Egypte et ses dépendances, ne sera communiquée que par l'intermédiaire du bureau télégraphique Egyptien. Toute dépêche expédiée originairement du territoire Egyptien sera remise aux stations établies par le Sr. Gisborne, et ses cessionnaires, par l'intermédiaire du bureau télégraphique Egyptien.

Dépêches locales sous contrôle du Gouvernement Egyptien.

ART. 8.

Les dépêches officielles du Gouvernement Egyptien, et de tout autre Gouvernement seront transmises par priorité, sur toutes les autres et d'après l'ordre de leur remise à la station télégraphique. Pour celles qui seront remises simultanément ou suivra dans la transmission la règle de l'alternat.

Priorité des dépêches officielles.

ART. 9.

Les dépêches privées seront transmises d'après l'ordre de leur remise à la station télégraphique.

Transmission des dépêches privées.

ART. 10.

Le Gouvernement Egyptien jouira pour ses dépêches d'une réduction de moitié sur le tarif que payeront les dépêches commerciales.

Tarif des dépêches officielles Egyptiennes.

ART. 11.

Le Gouvernement Egyptien accordera toutes les facilités nécessaires pour que le télégraphe sous-marin qui doit être posé des Dardanelles à l'Egypte, puisse y prendre terre et arriver sûrement à Alexandrie.

Gouvernement Egyptien aidera Compagnie quant à la ligne des Dardanelles à Alexandrie.

ART. 12.

Il promet son aide et sa protection pour que le Sr. Gisborne, et ses cessionnaires puissent exercer les droits et les pouvoirs accordés par les présentes.

Gouvernement Egyptien aidera Compagnie.

ART. 13.

Les matériaux et les mécanismes nécessaires pour l'établissement et l'entretien de la sus-dite communication télégraphique jouiront de l'exemption des droits de douane.

Matériaux exempts de douane.

ART. 14.

En compensation des avantages et facilités accordés par le Gouvernement Egyptien, le Sr. Léon Gisborne, et ses cessionnaires, lui abandonneront cinq pour cent. des taxes établies sur les dépêches mentionnées dans l'article sept.

Taxe de 5 pour cent sur dépêches locales.

ART. 15.

Le Gouvernement Egyptien sera libre en tous temps d'établir des embranchements avec la communication télégraphique concédée.

Gouvernement Egyptien pourra établir embranchement.

Fait au Caire, le 27 Février, 1856. (20 Gemad Akher, 1272.)

Pour traduction conforme au texte Turc dont l'original se trouve déposé aux archives du Ministère des Affaires Etrangères, et dont copie authentique a été remise à Monsieur Léon Gisborne.

Le Secrétaire des Commandements de S. A. le Vice-Roi d'Egypte,
KÖENIG BEY.
LIONEL GISBORNE,
(called above Léon Gisborne,) by F. GISBORNE.

Pour la légalisation des signatures de Son Excellence
Koenig Bey, et M. F. Gisborne,
FREDERICK W. A. BRUCE.

Faite au Caire, 27 Février, 1856. Tho

The Turkish triplicate originals have the following seal and signatures :—

H. E. Stephan Bey's seal, Minister of Foreign Affairs.

Lionel Gisborne (called above Léon Gisborne) by F. Gisborne.

Pour la légalization du cachet de Son Excellence
Stephan Bey et de Mr. F. Gisborne,

FREDERICK W. A. BRUCE.

Faite au Caire, 27 Février, 1856.

[Translation from the French original.]

Concession granted to M. Léon Gisborne by the Egyptian Government.

Preamble.

His Highness Mohammed Said Pasha, Vice-Roy of Egypt, grants to M. Léon Gisborne, an English engineer, and his assigns, the concession of which the conditions are determined by the following articles for the establishment of a telegraphic communication between the submarine telegraph which is to be laid between the Dardanelles and Alexandria, and another telegraph which is also to be laid between Suez and India.

ARTICLE 1.

The wires may be placed on the posts of the Egyptian Telegraph.

The telegraphic communication conceded by these presents through the Egyptian territory, shall consist of as many telegraph wires as the said L. Gisborne, and his assigns, shall deem necessary; the above wires are to be placed on the posts of the Egyptian territory, between Alexandria and Suez, to the extent that they shall find room; the submarine wires necessary for the general service are to touch at the stations of Alexandria, Suez, and Kosseir.

ARTICLE 2.

The wire stations are to be maintained during 99 years.

The said wires, and the establishments for the stations, are to be laid, established, maintained, and worked by the said L. Gisborne, and his assigns, at their sole cost, for ninety-nine years, to date from their commencing work; the posts between Alexandria and Suez are to be maintained by the Egyptian Government, and the said L. Gisborne and his assigns, at their common cost, in proportion to the number of wires which they respectively shall own upon the said posts.

ARTICLE 3.

The wires may be placed under ground.

In case the said Gisborne and his assigns find it more convenient to dispense with posts, and to establish the telegraphic communication hereby conceded at their own cost, along the line of the Egyptian railway, by means of under ground wires, the maintenance of the posts between Alexandria and Suez is to remain at the sole charge of the Egyptian Government.

ARTICLE 4.

Egyptian Government to protect wires and stations.

The telegraphic communication hereby conceded, as well as its stations and buildings, shall be watched over and protected by the Egyptian Government without there resulting any responsibility to it on that account.

ARTICLE 5.

Company to appoint all employes.

The said Gisborne and his assigns shall have the power of appointing, paying, and dismissing at their will, all employes necessary for the establishment, maintenance, and working of the telegraphic communication hereby conceded with its stations and buildings.

ARTICLE 6.

Company to have the occupation of land for stations.

The said Gisborne and his assigns shall have the occupation of the lands and buildings necessary for the establishment and maintenance of the telegraphic communication hereby conceded, at the stations of Alexandria, Suez, and Kosseir, whether they obtain such occupation from the Egyptian Government, or from the grant of private persons; and they are to pay the charges and taxes to which the said lands and buildings shall be subject by the laws of the country.

ARTICLE 7.

Local messages to be under the control of the Egyptian Government.

Every message coming from the submarine wires of the Mediterranean and Red Seas, addressed to any person whatsoever who shall be in Egypt and its dependencies, shall only be communicated through the medium of an Egyptian telegraph station. Every message originally expedited from Egyptian territory shall be sent to the stations established by the said Gisborne, and his assigns, through the medium of the Egyptian Telegraph Office.

ARTICLE 8.

Priority of official messages.

The official messages of the Egyptian and of every other Government shall be transmitted in priority of all other messages, and according to their delivery at the telegraph station, as regards those messages which are simultaneously delivered, the alternate rule shall be observed in their transmission.

ARTICLE 9.

Transmission of private messages.

Private messages shall be transmitted according to the order of their delivery at the telegraph station.

ARTICLE 10.

Tariff of official Egyptian messages.

The Egyptian Government is to enjoy for its messages a reduction of half on the tariff which commercial messages shall pay.

ARTICLE 11.

Egyptian Government to give its aid as regards the line from the Dardanelles to Alexandria.

The Egyptian Government is to grant every necessary facility to the submarine telegraph which is to be laid between the Dardanelles and Egypt, so as to enable it to land and reach Alexandria in security.

ARTICLE 12.

ARTICLE 12.

The Egyptian Government promises its aid and protection to enable the said Gisborne, and his assigns, to exercise the rights and powers granted by these presents. Egyptian Government to aid the Company.

ARTICLE 13.

The materials and instruments necessary for the establishment and maintenance of the said telegraphic communication shall enjoy exemption from Custom duties. Materials to be exempt from Customs duties.

ARTICLE 14.

In compensation for the advantages and facilities granted by the Egyptians, the said L. Gisborne, and his assigns, are to abandon to it five per cent. of the tariff established in respect of the messages mentioned in Article 7. Duty of 5 per cent. on local messages.

ARTICLE 15.

The Egyptian Government is to be free at any time to establish branch lines with the telegraphic communication hereby conceded. Egyptian Government may establish branch lines.

Done at Cairo, 27th February, 1856.

(20 Gemad Akber, 1272.)

This translation (*i. e.*, French) agrees with the Turkish text of which the original has been deposited in the archives of the Minister of Foreign Affairs, and of which an authentic copy has been given to M. Leon Gisborne.

The Secretary of the Orders of H. H. the Vice-Roy of Egypt,
KÖENIG BEY.

LIONEL GISBORNE,
(called above Léon Gisborne)
by F. GISBORNE.

For the legalization of the signatures of H. H. Kœnig Bey, and of Mr. F. Gisborne,
FREDERICK W. A. BRUCE.

Done at Cairo, 27th February, 1856.

The Turkish triplicate originals have the following seal and signatures:—

(L.S.) H. E. Stephan Bey's Seal, Minister of Foreign Affairs.
Lionel Gisborne (called above, Leon Gisborne) by F. Gisborne.

For the legalization of the Seal of H. E. Stephan Bey, and of Mr. F. Gisborne,
FREDERICK W. A. BRUCE.

Done at Cairo, 27th February, 1856.

[Enclosure 8 in No. 3.]

Couvention pour l'établissement des Stations télégraphiques de la ligne sous-marine de la mer Rouge. Preamble.

S. A. Mchemmed-Said Pacha, Gouverneur Général d'Egypte, ayant accordé une concession, en date du 20 Djemad Akher, 1272, pour la construction d'une ligne télégraphique d'Alexandrie à Suez, et pour l'établissement d'une station à Kosseir à M. Francis Gisborne, et à son frère Lionel Gisborne, et leurs concessionnaires et S. M. le Sultan, ayant confirmé la dite concession par son Firman en date du commencement de Ramazan de la même année le Gouvernement Impérial Ottoman accorde à M. M. Lionel et Francis Gisborne et à leurs concessionnaires la concession dont les conditions sont déterminées par les articles suivants pour l'établissement des stations télégraphiques, pour le service et l'exploitation des fils sous-marins qui doivent être posés de Suez jusqu'aux Indes.

ART. 1.

Les Sieurs Lionel et Francis Gisborne et leurs concessionnaires pourront poser les sus-dits fils à Jeddah, ou à Sivakin, et à l'île de Camaran ou à un point du Yemen, et dans le cas qu'ils voudront leur faire prendre terre à d'autres points de l'une ou de l'autre côte de la mer Rouge ou sur d'autres îles situées dans cette mer tels points et telles îles seront indiquées au Gouvernement et soumis à son approbation six mois au moins avant la pose des fils. Stations à établir.

Le Gouvernement dera donner sa réponse dans un délai de quatre mois au plus tard à dater du jour ou telle indication lui aura été communiquée autrement son consentement sera censé avoir été donné. Tous les arrangements spéciaux relatifs à la station de Jeddah, seront au préalable convenus avec le Gouvernement.

ART. 2.

Les Sieurs Lionel et Francis Gisborne et leurs concessionnaires pourront établir des stations aux points où prendront terre les sus-dits fils. Stations à établir.

ART. 3.

Les Sieurs Lionel et Francis Gisborne et leurs concessionnaires pourront établir poser entretenir et exploiter les sus-dits fils et stations aux points où ceux-là prendront terre à leurs seuls frais pendant quatre-vingt-dix-neuf années à dater de l'ouverture de la ligne télégraphique concédée par les présentes. Maintien des fils et Stations pendant 99 ans.

ART. 4.

Les Sieurs Lionel et Francis Gisborne et leurs concessionnaires auront le pouvoir de nommer de payer et de congédier à leur volonté tous les employés nécessaires à l'établissement à l'entretien et à l'exploitation des sus-dits fils et stations aux points où ceux-là prendront terre. Nomination des employés.

ART.

ART. 5.

Gouvernement
cède terrain pour
Stations pour 99
ans.

Les Sieurs Lionel et Francis Gisborne et leurs concessionnaires auront la jouissance des terrains et constructions nécessaires à l'établissement et à l'entretien des sus-dits fils et stations aux points où ceux là prendront terre et le Gouvernement Ottoman cèdera trente mètres soit quarante cinq piques au maximum en longueur et autant en largeur pour l'emplacement de chaque station à titre de bail gratuit pour 99 années. Si le Gouvernement ne possède pas le terrain disponible il achètera le terrain d'un particulier et le donnera à titre de bail. Les Sieurs Lionel et Francis Gisborne et leurs concessionnaires acquitteront toutefois les charges et impôts aux quels les dits terrains et constructions seront assujettés d'après les lois du lieu où ils se trouvent.

ART. 6.

Cie. cédera un fil
un Govt. sous
certain condi-
tions.

Les Sieurs Lionel et Francis Gisborne et leurs concessionnaires s'obligent à mettre à la disposition exclusive du Gouvernement Impérial un des fils télégraphiques d'Alexandrie à Jeddah ou à la dernière station au Sud sur le territoire Ottoman pour toute la durée de la concession aux conditions qui seront déterminées entre le Gouvernement et les dits concessionnaires.

ART. 7.

Transmission
des dépêches
officielles.

Les dépêches officielles du Gouvernement Ottoman et de tout autre Gouvernement seront transmises par priorité sur les dépêches privées et d'après l'ordre de leur remise à la station télégraphique. Pour les dépêches officielles appartenant à des Gouvernements différents et qui seront remises simultanément ou suivra dans la transmission la règle de l'alternât.

ART. 8.

Transmission
des dépêches
privées.

Les dépêches privées seront transmises d'après l'ordre de leur remise à la station télégraphique.

ART. 9.

Matériaux
exemptés de
douane.

Les matériaux et les mécanismes nécessaires pour l'établissement et l'entretien des fils et stations de la mer Rouge jouiront de l'exemption des droits de douane.

ART. 10.

Gouvernement
protégé les
Stations.

Les sus-dits fils et stations aux points où ceux-là prendront terre seront surveillés et protégés par le Gouvernement Ottoman partout où il aura un agent d'autorité sans qu'il puisse en résulter aucune responsabilité pour la Sublime Porte.

ART. 11.

Gouvernement
peut établir
embranche-
ments.

Le Gouvernement Ottoman aura la faculté en tous temps de faire établir pour son compte de nouveaux fils télégraphiques dans la mer Rouge et de les unir avec les sus-dits fils des Sieurs Lionel et Francis Gisborne et de leurs concessionnaires.

ART. 12.

Dépêches locales
sous contrôle du
Gouvernement.

Toute dépêche adressée à une personne quelque soit qu'elle se trouve sur le territoire Ottoman ne lui sera communiquée que par l'intermédiaire d'un Agent du Gouvernement Ottoman. Toute dépêche expédiée originairement du territoire Ottoman sera remise aux stations sur le territoire Ottoman par l'intermédiaire d'un agent du Gouvernement.

ART. 13.

Taxe de 5 pour
cent sur
dépêches locales.

Les Sieurs Lionel et Francis Gisborne et leurs concessionnaires devront attribuer au Gouvernement Ottoman cinq pour cent sur les recettes annuelles de toutes les dépêches indistinctement qui passeront par la ligne de la mer Rouge provenant originairement de Suez ou de tout autre point du territoire Ottoman en destination pour les provinces de Jeddah ou Yemen ou de ces deux provinces en destination pour Suez sur toute autre partie de l'Empire Ottoman. Il est entendu que les dites recettes ne seront dans aucun cas calculées sur un parcours plus long que celui d'Alexandrie à la dernière station vers les Indes du territoire Ottoman dans la mer Rouge.

ART. 14.

Changement
dans le tarif des
dépêches locales.

La diminution ou l'augmentation du tarif des dépêches officielles et privées mentionnées dans l'article treize ne pourra avoir lieu qu'après une entente préalable avec le Gouvernement.

ART. 15.

Govt. possèdera
la ligne après,
99 ans.

Si à l'expiration de la durée de la concession le Gouvernement ne la renouvelle pas les stations et les fils de Suez à la dernière station vers les Indes sur le territoire Ottoman dans la mer Rouge à l'époque de la dite expiration lui appartiendront à titre gratuit.

ART. 16.

Terme de la pose
des lignes de la
Méditerranée et
de la mer Rouge.

Cette concession est accordée sous la condition expresse que la ligne sousmarine du Cap Helles à Alexandrie sera posée dans un délai de deux ans au maximum de la date des présentes et que la ligne de la mer Rouge sera posée dans un délai de deux ans au maximum à partir du jour de l'ouverture de la ligne du Cap Helles à Alexandrie. Si à l'expiration de ces délais ces lignes ne sont pas posées la présente convention sera considérée comme nulle et non avenue.

ART. 17.

Cie. soumise
quant aux
stations aux lois
générales de
l'Empire.

En tout ce que concerne les stations télégraphiques concédées par les présentes sur les côtes et les îles Ottoman dans la mer Rouge Les Sieurs Lionel et Francis Gisborne et leurs concessionnaires seront dans leur ensemble soumis aux lois et réglemens généraux de l'Empire existants ou à intervenir de même que les individus destinés au service de ces stations seront individuellement sous la protection de la nation à laquelle ils appartiennent et toute

toute action civile ou criminelle intentée contre eux aura cours suivant les antécédens établis en pareils cas. Il est entendu toutefois que les dépêches qui ne font que traverser le territoire Ottoman en route à leur destination ne sont soumises à aucun contrôle on surveillance de la part du Gouvernement.

Dépêches en transit soumises à aucun contrôle.

ART. 18.

Le cas survenant quel y ait un différend entre la Compagnie qui exécutera la ligne de la mer Rouge et le Gouvernement Ottoman une Commission mixte sera nommée de membres désignés ou nombre égal de part et d'autre lesquels avant d'examiner la question éliront un Président et procéderont alors à la détermination de la matière qui leur sera soumise à la majorité des voix et sans appel le Président ne votant qu'en cas de partage égal des voix.

Arbitrage sur différend entre Cie. et gouvernement.

La Présente convention a été vue et examinée au Conseil du Télégraphe d'abord et au Haut Conseil du Tanzimat ensuite ainsiqu'au Conseil des Ministres d'état et a été soumise à S. M. le Sultan qui ayant donné ses ordres y relatif la dite convention a été faite signée et scellée en double dont l'une vient d'être remise au Sieur Francis Gisborne. Fait à Constantinople, le 26 Rébiul Akhir, 1273, de l' Hégire, soit le 24 Décembre, 1856.

(L. s.) Le Ministre des Affaires étrangères de S. M. le Sultan Ibrahim Edhem.

I certify the above to be the true and authentic seal of H. E. Ibrahim Edhem Pasha, Minister of Foreign Affairs.

V. M. ALISHAN.

Pera, of Constantinople, 8 January, 1857.

I hereby certify that the above signature of Mr. V. M. Alishan, Dragoman of H. M.'s Embassy, in his true and authentic signature.

GEORGE B. WARD, Vice Consul Can.

Pera, of Constantinople, 8 January, 1857.

LIONEL GISBORNE, by F. GISBORNE. F. GISBORNE.

(L. s.)

I hereby certify the above to be the true and authentic signature of Mr. Francis Gisborne, British subject, British Cancellaria, Pera.

GEO. B. WARD, Vice Consul Can.

British Cancellaria, Pera, of Constantinople, 3 January, 1857.

Pour traduction conforme au texte ture de la convention qui précède relative à l'établissement des stations télégraphiques de la ligne sous-marine de la mer Rouge. Sublime Porte, le 1er Janvier, 1857.

Le Premier Interpréter du Divan Imperial. CABOULY.

(L. s.)

I certify the above to be the true and authentic seal and signature of H. E. Cabouly, Effendi, first interpreter to the Imperial Council.

V. M. ALISHAN.

Pera, 8th January, 1857.

I hereby certify the above to be the true and authentic signature of Mr. V. M. Alishan, Dragoman of H. M.'s Embassy.

GEORGE B. WARD, Vice Consul Cancellier.

(L. s.) British Cancellaria, Pera, of Constantinople, 8th January, 1857.

[Translation from the French original.]

CONVENTION for the establishment of the Telegraph Stations of the Submarine Line of the Red Sea.

H. H. MEHEMMED Said Pasha, Governor General of Egypt, having granted a concession dated 20 Djomad Akhir, 1272, for the construction of a Telegraph Line from Alexandria to Suez, and for the establishment of a Station at Kosseir, to Mr. Francis Gisborne and his brother L. Gisborne, and their concessionaires, and H. M. the Sultan, having confirmed the said concession by his Firman, dated the commencement of Ramazan of the same year, the Imperial Ottoman Government grants to Messrs. Lionel and Francis Gisborne, and their concessionaires, the concession of which the conditions are determined by the following Articles for the establishment of Telegraphic Stations for the service and working of the Submarine Wires which are to be laid from Suez to India.

Preamble.

ARTICLE 1.

Messrs. Lionel and Francis Gisborne and their concessionaires may lay the said wires to Jeddah, or to Sivakin, and to the Island of Camaran, or to some point of Yemen; and in case they shall desire to land the said wires at other points of either coast of the Red Sea, or on other islands situated in the said sea, such points and such islands shall be indicated to the Government and submitted to its approval six months at least before the laying of the wires. The Government is to give its answer in an interval of four months at the latest, to date from the day when such indication shall have been communicated to it, otherwise its consent is to be considered as having been given. All the special arrangements regarding the station of Jeddah are to be agreed upon beforehand with the Government.

Stations to be established.

ARTICLE 2.

Stations to be established.

The said Messrs. L. and F. Gisborne, and their concessionaires, may establish stations at the points where the said wires shall land.

ARTICLE 3.

Maintenance of the wires and stations for ninety-nine years.

Messrs. L. and F. Gisborne, and their concessionaires, may establish, lay, maintain, and work the said wires and stations at the points where the said wires shall land, at their exclusive cost, for ninety-nine years, to date from the opening of the telegraph line conceded by these presents.

ARTICLE 4.

Appointment of employes.

Messrs. L. and F. Gisborne, and their concessionaires, shall have the power of appointing, paying, and of dismissing at their will all the employes necessary for the establishment, maintenance, and working of the said wires and stations, at the points where the said wires shall land.

ARTICLE 5.

Government grants land for station for ninety-nine years.

Messrs. L. & F. Gisborne, and their concessionaires, shall have the occupation of the lands and buildings necessary for the establishment and maintenance of the said wires and stations at the points where the said wires shall land; and the Ottoman Government shall grant thirty metres or forty-five piques at most in length and as much in breadth for the site of each station gratuitously, on a lease title for ninety-nine years. If the Government does not possess disposable land, it will buy land from a private individual and will grant it on a lease title. Messrs. L. and F. Gisborne, and their concessionaires, shall pay all the charges and imposts to which the said lands and buildings shall be subject by the laws of the place where they are situate.

ARTICLE 6.

Company to place one wire at the disposal of Government on certain conditions.

Messrs. L. and F. Gisborne, and their concessionaires, oblige themselves to place at the exclusive disposal of the Imperial Government one of the telegraph wires between Alexandria and Jeddah, or the last station to the south on Ottoman territory, for the whole duration of the concession, on the conditions which shall be determined between the Government and the said concessionaires.

ARTICLE 7.

Transmission of official messages.

The official messages of the Ottoman, and every other Government are to be transmitted in priority over private messages, and according to the order of their delivery at the Telegraph Station; as regards official messages, the property of different Governments, which shall be simultaneously delivered at a station, the alternate rule of transmission shall be observed.

ARTICLE 8.

The transmission of private messages.

Private messages shall be transmitted according to the order of their delivery at the Telegraph Station.

ARTICLE 9.

Materials to be exempt from Customs duty.

The materials and instruments necessary for the establishment and maintenance of the wires and stations of the Red Sea shall enjoy exemption from Customs duty.

ARTICLE 10.

Government to protect the stations.

The said wires and stations at the points where the former shall land, are to be watched over and protected by the Ottoman Government, wherever it shall have an agent with authority, without their resulting to the Sublime Port any responsibility on that account.

ARTICLE 11.

Government may establish branch lines.

The Ottoman Government is to have the power at any time to cause to be established on its account separate telegraph lines in the Red Sea, and to join them on to the said wires of Messrs. L. and F. Gisborne and their concessionaires.

ARTICLE 12.

Local messages to be under Government control.

Every message addressed to any person whatsoever who shall be on Ottoman territory, is only to be communicated to him through the medium of an Agent of the Ottoman Government. Every message originally expedited from Ottoman territory is to be delivered at the stations on Ottoman territory through the medium of an Agent of the Government.

ARTICLE 13.

Duty of 5 per cent. on local messages.

Messrs. L. and F. Gisborne, and their concessionaires, are to set apart for the Ottoman Government five per cent. on the annual receipts from all messages indistinctively which shall pass through the Red Sea line, whose point of departure shall originally be from Suez or any other point of Ottoman territory in destination for the provinces of Jeddah or Yemen, or whose point of departure shall be from those two provinces in destination for Suez or any other portion of the Ottoman Empire; it is, nevertheless, to be understood that the said receipts are in no case to be calculated upon a longer transit than that from Alexandria to the last station towards India on Ottoman territory in the Red Sea.

ARTICLE 14.

Alteration in the tariff of local messages.

The lowering or raising of the tariff of the official and private messages mentioned in Article 13, is not to take place without a previous understanding with the Government.

ARTICLE 15.

Government have reversion after 99 years.

If at the expiration of the duration of the concession the Government does not renew it, the stations and wires from Suez to the last station towards India on Ottoman territory in the Red Sea, at the date of the said expiration, are to belong to it gratuitously.

ARTICLE 16.

ARTICLE 16.

This concession is granted on the express condition that the submarine line from Cape Helles to Alexandria is to be laid within an interval of two years at the utmost from the date of these presents, and that the Red Sea line is to be laid within an interval of two years at the utmost from the day of the opening of the line from Cape Helles to Alexandria; if, at the expiration of these intervals, the said lines are not laid, the present convention is to be considered null and void.

Period for the laying of the Mediterranean and Red Sea lines.

ARTICLE 17.

In all that concerns the telegraph stations conceded by these presents on the Ottoman Coasts and Islands in the Red Sea, Messrs. L. & F. Gisborne, and their concessionaires, shall, in their corporate capacity, be subject to the general laws and regulations of the Empire which exists or shall come into force in the same manner as the private individuals affected to the service of such stations shall individually be under the protection of the nation to which they shall belong; and every civil or criminal proceeding commenced against them, is to take its course according to the precedents established in such cases. It is nevertheless to be understood, that the messages which only traverse Ottoman Territory in transitu to their destination, are subjected to no control or supervision on the part of the Government.

At the stations the Company to be subject to the general laws of the Empire.

Through messages to be subject to no control.

ART. 18.

In the event of there arising any matter, in difference between the Company who shall carry out the Red Sea Line, and the Ottoman Government, a mixed commission is to be appointed of members designated in equal numbers by either side, who before examining the matter are to elect a President, and shall then proceed to the determination of the matter, which shall be submitted to them by a majority of votes, and without appeal the President only voting, in the event of an equal division of the votes.

Arbitration in matters in difference between the Company and Government.

The present convention has been submitted to and examined by the Telegraph Council, in the first place, and next by the High Council of Tanzimat, as well as by the Council of the Ministers of State; and has been submitted to H. I. M. the Sultan, who having issued his orders to that effect, the said convention has been done, signed, and sealed, in duplicate of which one has just been handed to Mr. Francis Gisborne.

Done at Constantinople, the twenty-sixth Rebiuel Akhir, 1273, of the Hegira, or the 24th December, 1856.

(L.S.) The Minister of the Foreign affairs of H. M. the Sultan Ibrahim Edhem.

I certify the above to be the true and authentic seal of H. M. Ibrahim Edhem Pacha, Minister of Foreign Affairs.

Pera of Constantinople.

8th January, 1857.

V. M. ALISHAN, Draftsman of H. M. Embassy.

LIONEL GISBORNE, by F. GISBORNE. F. GISBORNE.

This translation* agrees with the preceding convention, relative to the establishment of the Telegraph Stations of the Submarine line of the Red Sea.

*French.

Sublime Porte, 8th January, 1857.

The First Interpreter of the Imperial Divan, CABOULY.

I certify the above to be the true and authentic seal and signature of H. E. Cabouly Effendi, First Interpreter to the Imperial Council.

V. M. ALISHAN.

Pera, 8th January, 1857.

[Enclosure 10 in No 3.]

RED SEA AND INDIA TELEGRAPH COMPANY, No. 2.

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AN ACT (as amended in Committee) to incorporate the Red Sea and India Telegraph Company, and for enabling the Company to establish and work Telegraphs between Great Britain and India and other countries, and for other purposes connected therewith.

Preamble.
Constitution of
Company under
Joint Stock
Companies Act.

WHEREAS in the month of July, one thousand eight hundred and fifty-eight, a Joint Stock Company was duly constituted under "The Joint Stock Companies Act, 1856," by a memorandum of association filed in accordance with the said Act, whereby it was declared that the name of the Company was "The Red Sea and India Telegraph Company" (Limited); that the registered office of the Company was to be established in England; that the object for which the Company was established was to establish telegraphic communication between England and India by the Red Sea; that the liability of the shareholders was limited; and that the nominal capital of the Company was eight hundred thousand pounds divided into forty thousand shares of twenty pounds each:

And whereas all the said forty thousand shares have been subscribed for and issued:

And whereas by an indenture of agreement, bearing date the eighteenth day of November, one thousand eight hundred and fifty-eight, and made between the Right Honorable Edward Geoffrey, Earl of Derby, and the Right Honorable Benjamin Disraeli, two of the Lords Commissioners of Her Majesty's Treasury, of the one part, and the Company of the other part (a copy of which indenture is set forth in the Schedule to this Act), it was agreed that the Company should lay down a line of electric telegraph from Alexandria to Kurrachee by the Red Sea and Aden, and that the construction and laying down of such line of telegraph should be commenced forthwith and proceeded with with all diligence, upon such terms and conditions as in the said agreement were mutually agreed upon:

And whereas the telegraphic cable or wire intended to be laid down by the Company is in course of being constructed, and agreements have been entered into by the Company with contractors and other persons in order to the completion and working of their said telegraph,

telegraph, and the Company are otherwise engaged in carrying out the objects for which they were so constituted :

And whereas the said undertaking is one of great public and national importance, and it is desirable, in order to the better and more speedy execution of the same, that the Company as originally constituted should cease to exist, and that the present shareholders therein should be incorporated by special Act of Parliament, and that the Company so incorporated should be substituted for the original Company, and that powers should be conferred upon the Company so incorporated to execute all works necessary and convenient for the purposes of their undertaking; but these objects cannot be effected without the authority of Parliament :

May it therefore please YOUR MAJESTY,

That it may be enacted, and be it enacted by the QUEEN'S Most Excellent MAJESTY, by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled, and by the authority of the same as follows (that is to say);

I. This Act may be cited for all purposes as "The Red Sea and India Telegraph short title.
" Act, 1859 "

II. The following words or expressions shall have the several meanings hereby Interpretation.
assigned to them, except where the subject or context shall be inconsistent therewith (that is to say): the expression "the original Company," shall mean "the Red Sea and India Telegraph Company (Limited)," as constituted immediately before the passing of this Act: the expression "the Company," shall mean the Company incorporated by this Act: the word "share," shall include "stock:" the word "shareholder," shall include stockholder: and the word "India," shall mean the territories vested in Her Majesty, by the Act 21 and 22 Victoria, chapter 106.

III. "The Companies Clauses Consolidation Act, 1845," shall be incorporated with Act of 8 and 9
Vict., c. 16, in-
corporated.
and form part of this Act, and shall apply to the Company in India and elsewhere, as well as in England, and shall be construed and have effect accordingly; and in the construction of that Act, for the purposes of this Act, and also in the construction of this Act, the following words and expressions shall have the following meanings, except where the subject or context shall be inconsistent therewith (that is to say):

The expression "superior courts," shall include Her Majesty's supreme courts of judicature at the several Presidencies in India respectively:

The word "justice," and the expression "master in chancery," shall respectively include a justice of the peace or magistrate in India, or any officer authorized to take an affidavit or declaration in the supreme court of any Presidency in India:

The expression "two justices," shall mean, with respect to India, any one justice of the peace or magistrate in India, and whatsoever proceedings or act for the purposes of this Act, if had or done in England, might be had or done by, under, before, or with respect to two justices, may, if had or done in India, be had or done by, under, before, or with respect to any one justice of the peace or magistrate in India.

IV. The Red Sea and India Telegraph Company (Limited), as constituted under Cesser of exist-
ing constitution
of Company.
"The Joint Stock Companies Act, 1856," shall, as from the time of the passing of this Act, cease to exist.

V. The several persons and corporations who immediately before the passing of this Existing pro-
priators incor-
porated
Act were respectively the holders of the shares in the original Company, shall become and be shareholders in the Company hereby incorporated, and they and all other persons and corporations who shall from time to time become shareholders in the last-mentioned Company, and their executors, administrators, successors and assigns respectively, shall, while respectively continuing to be such shareholders, be united into and be a Company for the purposes herein mentioned, by the name of "The Red Sea and India Telegraph Company," and by that name shall be a body corporate, with perpetual succession, and shall have power to purchase and hold lands in England and in India and elsewhere for the purposes of this Act.

VI. Upon the passing of this Act, all lands, property, rights and privileges of or to Existing pro-
perty to be vested
in the Company.
which the original Company or any person in trust for them was possessed or entitled immediately before the passing of this Act, and all moneys due or accruing due, and all securities, books, accounts, documents and choses in action belonging to the original Company immediately before the passing of this Act, shall be and are hereby vested in the Company hereby incorporated for such estate or interests as the original Company or their trustees had in the same; to hold to the Company, their successors and assigns, for the purposes of this Act, subject nevertheless to such charges and liabilities as the same premises were respectively subject to immediately before the passing of this Act.

VII. All deeds, contracts, and agreements entered into or made by the original Com- Contracts prior
to Act to be
binding.
pany, or by the subscribers of the said memorandum of association acting on behalf of the original Company, and now in force, shall bind and be enforceable against the Company hereby incorporated, and shall also be enforceable by the Company against the respective persons and corporations parties thereto or liable thereon, in the same manner and to the same extent as if the same respectively had been entered into or made by the Company hereby incorporated instead of the original Company.

VIII. This Act shall not release, discharge, or suspend any action, suit, or other pro- Action, &c., not
to abate.
ceeding at law or in equity, which shall be pending against the original Company, or to which the original Company shall have been a party at the time of the passing of this Act; but such action, suit, or other proceeding may be maintained, prosecuted or continued, and execution had thereon, by or in favour of or against the Company hereby incorporated, in the same manner as if the Company were the original Company.

IX.

- Rights of action saved.** IX. This Act shall not prejudice or affect any right of action or suit, or any remedy which the original Company may now have, or, but for the passing of this Act, might afterwards have had, against any person and Corporations, or which any person and Corporations may now have, or but for the passing of this Act, might afterwards have had, against the said last-mentioned Company, but such rights and remedies may be enforced or prosecuted by or against the Company hereby incorporated, in like manner and with the same effect as if the Company were the original Company; and all debts owing to or by the original Company immediately before the passing of this Act may be sued for and recovered by or against the Company hereby incorporated, in the same manner as, but for this Act, they might have been by or against the original Company.
- Certificates and transfers to remain in force.** X. All certificates, sales, transfers or dispositions and agreements, made or executed of, or in respect of, any share in the original Company, shall be of force and effect as certificates, sales, transfers, or dispositions and agreements respectively, of or in respect of the corresponding shares in the Company hereby incorporated.
- Officers under existing Company to account.** XI. All officers and persons who immediately before the passing of this Act shall have had in their possession or under their control, any money, books, documents, papers, securities, goods, and other effects, belonging to the original Company, shall account for and deliver up the same respectively to the Company hereby incorporated, or to such persons as they shall appoint to receive the same, in the same manner, and subject to the same process and penalties for refusal or neglect, as if such officers or persons had been appointed, and had become possessed of such money, book, documents, papers, securities, goods or other effects under the provisions of this Act.
- Present officers continued.** XII. All officers and persons who shall be in the service of the original Company, at the time of the passing of this Act, shall continue in the service of the Company hereby incorporated, in the same respective offices and employments, according to their respective appointments, until removed therefrom according to the provisions of this Act, and all such officers and persons shall have the same powers and privileges, and they and their respective sureties shall be liable to the same conditions, penalties, obligations and regulations, as if such officers and persons had been appointed, and such sureties had become bound under this Act.
- Saving previous rights and liabilities.** XIII. Notwithstanding the change of name of the Company by this Act effected, and except only as by this Act otherwise expressly provided, everything before the passing of this Act done and suffered by the original Company shall be as valid as if this Act were not passed; and such change of name and this Act, respectively, shall accordingly be subject and without prejudice to everything so done and suffered respectively, and to all rights, liabilities, claims and demands, both present and future, which, if such change of name had not happened, and this Act were not passed, would be incident to and consequent on any and every thing so done and suffered respectively, and with respect to all such rights, liabilities, claims and demands, the Company shall, to all intents and purposes, represent the original Company: Provided always, that the generality of this enactment shall not be restrained by any of the other provisions of this Act.
- Present capital.** XIV. The present capital of the Company shall consist of the said sum of eight hundred thousand pounds, divided as aforesaid, into forty thousand shares of twenty pounds each.
- Shareholders in existing Company to be shareholders in new Company.** XV. Every person who, immediately before the passing of this Act, was the holder of one or more shares in the original Company shall, immediately after the passing of this Act, become entitled to the same number of shares in the Company hereby incorporated as he previously held in the capital of the original Company, which shares shall be indicated in the register by the same number as and be made in all respects to correspond as nearly as possible with those held by him in the original Company.
- Power to increase the capital.** XVI. The Company may by a resolution passed with the assent of two-thirds of the votes of the shareholders voting personally or by proxy at any general meeting of the Company convened with notice of such object, from time to time increase the capital of the Company, so as the total amount of capital, including the present capital, shall not exceed the sum of one million five hundred thousand pounds sterling, and for that purpose may from time to time create a sufficient number of additional shares of twenty pounds each as they may by such resolution determine, and such new or additional shares shall be allotted and issued by the Board of Directors to such persons on such terms, and subject to such conditions as may be prescribed by such resolution, or (if not thereby prescribed) as the Directors may in each such case think fit.
- New or additional capital to be part of general capital.** XVII. Any capital to be raised by the creation of new shares shall be part of the general capital of the company, and shall be subject to the same provisions, with reference to the payment of calls, or the forfeiture of shares for non-payment of calls, or otherwise, as the original capital, except as to the times for making calls for such additional capital and the amount of such calls which respectively the Directors may and shall fix, as they shall think fit: Provided always, that no portion of such additional capital shall be entitled to the guarantee of interest under the said recited indenture, unless such portion shall be required for the purpose mentioned in the eighteenth clause of the same indenture.
- In case of increase of capital separate accounts to be kept.** XVIII. In the event of any increase of the capital of the company under the powers of this Act, beyond the amount guaranteed under the said recited indenture, the Company shall keep a separate account of the receipts from and expenditure upon that portion of their undertaking, in respect of which such guarantee has been given.
- Ordinary meeting.** XIX. The ordinary general meetings of the Company shall be held some time in the month of February in each year, or within twenty days next after, and the first of such ordinary general meetings shall be held some time in the month of February next, after the passing of this Act, or within twenty days next after that month.
- XX.

- XX. The number of shareholders who shall be entitled to require the Directors to convene an extraordinary meeting shall be ten at least, holding shares of an aggregate nominal amount of not less than fifteen thousand pounds. Extraordinary meetings.
- XXI. Every general meeting shall be held in London, at the Company's principal office for the time being, or at such other convenient place within five miles thereof, as the Directors shall from time to time appoint. Place of holding meetings.
- XXII. The quorum of every general meeting shall be twenty shareholders holding shares of an aggregate nominal amount of not less than fifty thousand pounds. Quorum of general meeting.
- XXIII. At all general meetings of the Company, every shareholder shall be entitled to one vote for every share up to ten, and he shall have an additional vote for every five shares beyond the first ten shares held by him up to one hundred, and an additional vote for every ten shares held by him beyond the first hundred shares. Votes of shareholders.
- XXIV. The principal office of the Company and its corporate domicile shall be in London. Principal place of business.
- XXV. The number of Directors shall for the present be eight, but a general meeting may, with the consent in writing of the Lords Commissioners of Her Majesty's Treasury, from time to time increase or reduce the number of Directors, provided that the whole number be not more than fourteen or less than six, and may make and direct the necessary changes in the rotation of their retirement. Number of Directors.
- XXVI. The qualification of a Director shall be the holding in his own right of shares of an aggregate nominal amount of not less than one thousand pounds. Qualification
- XXVII. Sir Samuel George Bonham, Baronet, Sir Rowland Macdonald Stephenson, John Clark Marshman, William Dent, Samuel Gregson, William Hutcheon Hall, Eric Carrington Smith, and Alexander Wilson, shall be the first Directors of the Company. First Directors.
- XXVIII. The Board of Directors shall from time to time fix the number necessary to constitute the quorum of a meeting of Directors, so as the number shall never be less than three. Quorum of Directors.
- XXIX. The number of Directors of which committees appointed by the Directors shall consist, shall not be less than two, nor more than six, and the quorum of each such committee shall be such number as the Board of Directors shall prescribe. Committees of Directors.
- XXX. The qualification of an auditor shall be the holding, in his own right, of shares of an aggregate amount of not less than two hundred pounds. Qualification of Auditor.
- XXXI. The remuneration of the Directors and of the auditors shall from time to time be fixed by a general meeting of the Company, and paid out of the funds of the Company, but shall be subject to the approval of the Lords Commissioners of Her Majesty's Treasury. Remuneration of Directors and Auditors.
- XXXII. In addition to the ordinary Directors of the Company above-mentioned, it shall be lawful for the Lords Commissioners of Her Majesty's Treasury to appoint two ex officio Directors on behalf of Her Majesty's Government, for the purpose of seeing to and securing as well the due fulfilment by the Company of their contracts for the time being in force with the Government for the transmission of messages and signals for Her Majesty, or on Her Majesty's service, as the working of the Company's electric telegraphs, with due attention to the wants and interests of the public. Ex officio Directors on behalf of Government.
- XXXIII. Such ex officio Directors shall not go out of office by rotation in the same manner as the other Directors of the Company, but the said Lords Commissioners may at any time remove from his office any such ex officio Director, and may appoint a new ex officio Director in the place of any one dying, retiring, or being removed. Ex officio Directors not to retire.
- XXXIV. Such ex officio Directors may be shareholders in the Company or not, as the said Lords Commissioners shall think fit: they shall be entitled to be present at all meetings of the Directors and of the Company, and to take part in all discussions thereat, and to inspect and examine all minute books, books of account, and other books and accounts of the Company, but they shall not have a right of vote, and no remuneration shall be paid them by the Company. Powers of ex officio Directors.
- XXXV. Such ex officio Directors or any such ex officio Director shall have power, in case they or he shall be of opinion that any course proposed to be taken or act proposed to be done by the Company will or may be prejudicial to or inconsistent with the due fulfilment of their contracts with the Government or the regular, speedy, and impartial transmission of messages and signals for the public, or otherwise disadvantageous to the Government or the public, to veto the taking of such course or the doing of such act, and to require that the matter shall be submitted to the Lords Commissioners of Her Majesty's Treasury for their decision; and the said Lords Commissioners shall thereupon decide whether or not the objections of such ex officio Directors or Director was well founded, and whether or not such course shall be taken or act be done, and the decision of the said Lords Commissioners thereon shall be final and conclusive upon the Company, unless the Board of Directors shall, within seven days after the decision of the said Lords Commissioners shall have been notified to them, give to the said Lords Commissioners notice in writing that they are dissatisfied with such decision, and in that case the matter shall be referred to any two of the judges of Her Majesty's superior courts of common law at Westminster who shall be willing to hear and determine the same, and the decision of such two judges, as to whether or not such objection was well founded, and whether or not such course is to be taken or act to be done by the Company, shall be final and conclusive on all parties. Special power of ex officio Director to veto proceedings in certain cases, and references thereon.
- XXXVI. Except as is otherwise provided by this Act, every ex officio Director appointed by the said Lords Commissioners shall have the same rights and powers as any other Director of the Company. Ex officio Directors to have same right as other Directors, except where otherwise provided.
- XXXVII. The Company, from time to time, may appoint and remove such committees, persons, or person, as the Company think fit to act on behalf of the Company in India, or elsewhere, with respect to the laying down, maintaining, working, and using of their Committees in India, &c.

their telegraphic cables, or their lines of telegraph, and the control and conduct of any of the affairs in India, or elsewhere, of the Company, and may delegate to any such committee, persons and person respectively, all or any of the powers of the Company, and of the Directors and officers thereof, which the Company think it expedient that such committee, persons and person respectively, should possess for the purposes of their or his respective appointment.

Regulation of Committees.

XXXVIII. The Company may from time to time determine the quorum of any such committee or persons, and may determine and regulate the authority, duties, procedure, liabilities and remuneration of any such committee, persons and person respectively, and generally may make such provisions and regulations for their and his respective government and conduct as the Company think expedient.

Validity of acts of such Committees.

XXXIX. All the proceedings and acts of such committees, persons and person respectively, within their and his respective authority, shall (but subject to any regulations of the Company requiring such proceedings and acts or any of them to be confirmed by the Directors) be as valid and effectual as if they were proceedings and acts of the Directors.

Indemnity Committees.

XL. The committees, persons and person respectively, so from time to time appointed, shall, with respect to all their and his lawful proceedings and acts, within the limits of the authority conferred on them and him respectively, have the like discretions and indemnities, as if they and he respectively were or was Directors or a Director of the Company.

Undertaking of the Company.

XLI. The undertaking for which the Company is incorporated shall be the constructing and laying down of one or more submarine telegraphic cables or wires, or other telegraphic communication, between Alexandria or some other place in Egypt and India by way of the Red Sea, and if ultimately thought desirable, between Great Britain and India, by the same or by such other routes as may be deemed advisable, with such branches and extensions as may be found necessary or expedient, and the working and using the said line or lines of telegraph for the transmission of messages.

Power to lay down wires.

XLII. For the purpose of better enabling the Company to complete and maintain the said line or lines of telegraphic communication, it shall be lawful for the Company to place, lay down and maintain upon, over, and along the shore of the sea, or of any bay or inlet of the sea, on the coast of India, below high-water mark of the highest spring tide, any cables, wires, works, or apparatus for the purposes of any telegraph belonging to or to be established by the Company, and from time to time to alter and repair the same respectively, and in order to and in the course of such placing, laying down, altering and repairing, to dig up and cut channels in the said shore or shores below such high-water mark, and to construct, lay down, moor, fix and maintain in the direction of any of such lines of telegraph, such buoys, sea-marks and other things of the like kind for indicating the position and direction of such lines of telegraph as they may from time to time think fit; the Company, in the execution of such works, doing as little damage as may be, and making compensation for all damage to be caused thereby: Provided always, that nothing in this Act contained shall exempt the Company in the execution of such works from the jurisdiction of the Secretary of State in Council of India, of the Governor General or Governor of any Presidency in India, or other Government authority having jurisdiction over any such shore, bay, or inlet.

Saving clause for London Commissioners of Sewers.

XLIII. Provided always, that it shall not be lawful for the Company to take up the pavement or soil of any street or place within the City of London or the liberties thereof for the purpose of laying down any wire, pipe or tube, or for any purpose whatsoever, without the consent in writing of the Commissioners of Sewers of the City of London, under the hand of their clerk first had and obtained for that purpose, and under and subject in all respects to the powers and provisions contained in the "City of London Sewers' Act, 1848," and that nothing in this Act contained shall extend to prejudice, alter, or take away any of the rights, powers, or authorities vested in the Commissioners of Sewers of the City of London, but all the rights, powers, and authorities vested in them shall be as good, valid and effectual as if this Act had not been passed.

Works connected with the Thames to be executed under the direction of the Conservators of the river.

XLIV. All works executed under the authority of this Act in or connected with the river Thames, or the towing path thereof, within the jurisdiction of the Conservators of the river Thames, shall be executed according to a plan to be approved by such Conservators, and to be deposited at their office, and such works shall be executed and performed to the satisfaction of the engineer for the time being of such Conservators, and that nothing in this Act contained shall extend to prejudice or derogate from the estates, rights, interests, liberties, privileges or franchises of the Conservators of the river Thames, or to prohibit, defeat, alter, or diminish any power, authority, or jurisdiction which at the time of the passing of this Act the said Conservators did or might lawfully claim, use, or exercise.

Power to agree with other Electric Telegraph Companies for facilitating telegraphic communication.

XLV. The Company shall be authorized and empowered to enter into and make with all other Companies and persons now or at any time hereafter owning or working any electric telegraph or other telegraphic communication in England or India, or elsewhere, and with any one or more of them, such agreements or arrangements for the working or using of any line of electric or other telegraphs in England or India, or elsewhere, and whether submarine or not, or for the through or onward transmission of messages and intelligence requiring to be transmitted by or along any line of telegraph of any such other Company or person, as well as those of the Company hereby incorporated, and for the payment or apportionment of the rates or charges to be made for such use or for such through or onward transmission, or any services connected therewith, and generally as to the terms on which the lines of telegraph of this Company and of the other Companies and persons respectively are to be worked in connection, as the parties to any such agreement or arrangement may from time to time agree on and determine.

Company may become interested in certain patents.

XLVI. The Company may agree with the original grantee of any letters patent granted to any person for any inventions or improvements or additions to inventions of electric telegraphs, or of the apparatus thereof, or of the giving or transmitting of signals,

or

or of the regulating the transmitting or applying of electric currents, or other processes for the purposes of telegraphic communication, or which may be available for the purposes of the Company, or with any person in whom, for the time being, any such patent and privileges, or any part thereof, may be vested for the granting to them of the license or permission to use the privileges, or any of them, granted by the said letters patent, and may accordingly purchase and become entitled to the same, and accept such grant upon such terms and conditions as they may in any such case agree on.

XLVII. In case the Company shall, in pursuance of the Acts of Parliament 5 and 6 William Fourth, chapter 83, or the 7 and 8 Victoria, chapter 69, or of "The Patent Law Amendment Act, 1852," obtain the leave of Her Majesty's Attorney General or Solicitor General for England or Ireland, or of Her Majesty's Lord Advocate or Solicitor General for Scotland, to enter at the office, in the last-mentioned Act prescribed in that behalf, any disclaimer of any part of either the title of the invention mentioned or comprised in any letters patent belonging to the Company, or of any part of the specification of any such invention, or to enter in such office a memorandum of any alteration in any such title or specification as aforesaid, such disclaimer or memorandum of alteration may be made under the seal of the Company, and signed by two Directors of the Company, and when so made may, in pursuance of such leave as aforesaid, be entered, filed, and enrolled according to the provisions of the said Acts respectively, and no acknowledgment of any such disclaimer or memorandum of alteration shall be necessary previous to the enrolment thereof.

Disclaimer may be made under the Company's seal.

XLVIII. The Company shall be entitled to demand, receive and recover from all persons from whom any messages or signals shall be transmitted by the Company by means of any telegraph belonging to them or under their control, such reasonable charges as they shall think fit, and such charges may be demanded and taken either by them or on their behalf by any other Company or person by or along whose line of telegraph such messages or signals shall be transmitted before passing to and being transmitted by and along any line of telegraph of the Company, and payment of any such charges may be required to be made before the transmission of such messages and signals, respectively: Provided always, that if, by and under any agreement or any arrangement for the time being in force made under the powers hereinafter contained, with the Lords of Her Majesty's Treasury, the Company shall have bound themselves to demand and receive from the persons transmitting messages and signals by their lines of telegraph certain charges for such transmission, they shall demand, receive and recover those charges only, and no others, and if they shall have so bound themselves to demand and receive from such persons charges not exceeding certain maximum charges, they shall not be entitled to demand, receive, or recover for the transmission of such messages and signals by their lines of telegraph, charges, greater than such maximum charges.

Company may take charges for use of telegraph.

XLIX. The Company shall also be entitled to demand, receive and recover from all persons for whom they shall undertake to transmit and shall transmit any messages or signals along any line of telegraph of any other Company or person after the transmission thereof by and along any of their own lines of telegraph, the through charges as fixed for the time being under any such agreements or arrangements for through transmission as aforesaid, or if there shall not be a fixed through charge, then, in addition to the charges of this Company, to demand, receive and recover on behalf of such other Companies or persons the further charges for such message or signal which may be payable to such other Companies or persons, and no more, for the transmission of the said messages or signals over the lines of telegraph of such last-mentioned Companies or persons, respectively, and such through charges or additional charges (as the case may be) may also be demanded and required to be paid before the transmission of such message and signals respectively.

And also charges for such through transmission by telegraphs of other Companies.

L. The use of the Company's lines of telegraph and of all other lines of telegraph which they may for the time being have the right to use, shall, subject to the rights of priority hereinafter mentioned, and the Company's right of priority for their own purposes, and subject also to such reasonable regulations as may from time to time be made by the Company, be open for the sending and receiving of messages by all persons alike without favor or preference, and, subject to such priority and reasonable regulations respectively, all messages and signals shall be transmitted and delivered according to the order of time in which they shall have been received by the Company.

Lines of telegraph to be open to all persons.

LI. All lines of telegraph constructed or worked by the Company shall at all reasonable times be open for the transmission of intelligence for Her Majesty or on Her Majesty's service, and the Company shall receive, transmit, and deliver all such messages and signals as shall from time to time be tendered for transmission for Her Majesty or on Her Majesty's service.

Electric telegraphs to be open to the use of Her Majesty's Government at all reasonable times.

LII. Any message for Her Majesty or on Her Majesty's service shall at all stations within the territories or dominions of Her Majesty have a right of priority over all other messages whatsoever.

Messages on Her Majesty's service to have priority in Her Majesty's dominions.

LIII. All agreements and arrangements, of what nature or kind soever, which at the time of the passing of this Act shall have been entered into between the Lords Commissioners of Her Majesty's Treasury and the Company, and especially the said indenture of agreement of the eighteenth day of November, one thousand eight hundred and fifty-eight, shall be and continue as valid and effectual to all intents and purposes whatsoever, as if this Act had been passed before the making of such agreements and arrangements, and all such agreements and arrangements are hereby confirmed, and shall and may be enforced against the Company.

Agreements entered into with Treasury confirmed.

LIV. The Lords Commissioners of Her Majesty's Treasury may make and enter into, on behalf of Her Majesty, and all Departments of Her Majesty's Government, such agreements or arrangements with the Company as to the rates or charges to be paid to the Company for the use of their lines of telegraph, and for the assistance of their officers and servants

Power to Treasury to make agreements with Company for use of telegraph on Her Majesty's service.

in the transmission and delivery of messages for Her Majesty or on Her Majesty's service, and may introduce into any such agreements or arrangements such terms and provisions as to the amount of the rates and charges to be demanded, as well from Her Majesty as from the public at large, and as to securing to the Company a minimum annual payment for the transmission and delivery of messages and signals for Her Majesty, or on Her Majesty's service, or a minimum dividend on the capital, and generally in relation thereto, as they may think proper, and may be able to agree on.

Remuneration where no agreement in force.

LV. When there shall be no agreement or arrangement in force as to the amount of such remuneration as aforesaid, the Company shall be entitled to such reasonable remuneration for the use of their lines of telegraph and the assistance of their officers and servants for Her Majesty, or on Her Majesty's service as aforesaid, as shall be determined by arbitration in the manner hereinafter provided; but the Company shall not be entitled to refuse or delay to transmit or deliver any messages or signals for Her Majesty, or on Her Majesty's service, by reason of such remuneration not having been then agreed on or determined.

Arbitration.

LVI. Every such matter to be determined by arbitration as in the last section mentioned, shall be referred to the award of two persons, one to be named by the said Lords Commissioners and the other by the Company; and if such two arbitrators cannot agree as to the amount of such remuneration, then to the umpirage of some third person to be appointed by such two first-named persons previously to their entering on the inquiry, and the said award or umpirage shall be binding and conclusive on all parties thereto.

Further provisions thereon.

LVII. In any such reference each of the parties thereto shall nominate their arbitrator within fourteen days after notice from the other party requiring such nomination, or in default the arbitrator appointed by the party giving such notice shall act as sole arbitrator, and the matter to be determined shall be left to the umpire in case the arbitrators shall not have made their award within three months after the appointment of the one of them last appointed, and if any umpire shall not make his award within three months after the matter shall have been left to him, then a new umpire shall be appointed by the arbitrators, who shall in like manner make his award within three months from his appointment or be superseded, and so toties quoties; and in the event of the arbitrators failing to appoint an umpire, an umpire shall be appointed by the Chief Justice for the time being of the Court of Common Pleas, who is hereby authorized in that behalf.

Power to make arrangements with foreign Governments for transmission of messages for them, and rates.

LVIII. Subject to the provisions of this Act, it shall be lawful for the Company from time to time to make and enter into agreements and arrangements with the Turkish and Egyptian and any other Government for the transmission of messages and signals on the service of such Government, and as to the rates and charges or other remuneration in respect thereof.

Provision for cases of public emergency.

LIX. At all times from and after the opening by the Company of any line of telegraphic communication for the transmission of messages, whenever the Governor General of India, or the Governor of any Presidency in India in which the Company shall for the time being have any station, shall be of opinion that circumstances render it expedient so to do, it shall be lawful for him by warrant under his hand to cause possession to be taken of all the telegraphs and telegraphic apparatus of the various stations of the Company if the warrant be signed by such Governor General within any part of India, or if it be signed by the Governor of any Presidency within his Presidency, for the space of one week from the date of such warrant, for the purpose of preventing any communication being made or signal given, save such as shall be directed and authorized by the officer signing such warrant, and also by further successive warrants to cause possession of the said telegraphs and telegraphic apparatus to be retained from week to week so long as such officer shall deem such possession expedient for the public service: Provided always, that for every week during which possession shall be so taken or retained the Company shall receive from, and be paid by, the said Lords Commissioners the same amount of profits as the Company, their licencees or assignees, might have made in case they had continued the working of the telegraphs of which possession shall be so taken, such profits to be computed upon an average of the weekly profits of the Company for the three months next before the issuing of the first of such warrants, or, in case of successive warrants, of the first of the current series of warrants during which the Company shall have had the uninterrupted working of their undertaking.

In case of extension of Company's lines, same provisions to apply.

LX. In the event of the Company extending their lines of telegraphic communication, the powers contained in the preceding section with reference to causing possession to be taken of the telegraphs and telegraphic apparatus of the Company, and with reference to causing such possession to be retained, shall apply to and may be exercised subject to provisions of the same section by Her Majesty's Government at any station of the Company, for the time being, in Great Britain, and by the Governor of every place within the territories or dominions of Her Majesty at which the Company may for the time being have any station.

Penalty on officers of Company for neglect.

LXI. If any person in the employment of the Company shall wilfully or negligently omit or delay to transmit or deliver any message or signal, or shall wilfully or negligently do any matter or thing whereby the transmission or delivery of any message or signal shall not take place, or shall be delayed or prevented, or shall wilfully or negligently omit to perform any act, matter or thing, by reason whereof any message or signal shall not be transmitted or delivered, or shall be delayed in its transmission or delivery, every such person shall, for every such offence, forfeit a sum of money not exceeding twenty pounds.

Wilfully injuring an electric telegraph a misdemeanor.

LXII. If any person shall wilfully remove, destroy or damage any electric telegraph belonging to or under the control of the Company, and which may have been lawfully constructed, or any apparatus or part of any such telegraph, or any works connected therewith, he shall be guilty of a misdemeanor.

Power to apprehend unknown offenders.

LXIII. Any officer or servant of the Company, and all persons called by any such officer or servant to his assistance, shall or may seize or detain any person who shall or may, in

in the presence of such officer or servant, wilfully have broken, injured or obstructed the working of any telegraph of the Company, or any of the apparatus or works belonging to or connected with the same, and whose name and residence shall be unknown to such officer or servant, and shall convey such offender with all convenient speed before some justice without any other warrant or authority than this Act, and such justice shall proceed with all convenient speed to the hearing and determining of the complaint against such offender.

LXIV. If any person shall wilfully or negligently break, throw down, destroy, or injure any such telegraph apparatus, buoys or works as aforesaid, and shall not on demand make sufficient satisfaction for the damage thereby done, the Company may recover such damages from the person so offending as any two justices think reasonable and adjudge, and the recovery of such damage shall not relieve such person from liability to any other punishment or penalty. Recovery of satisfaction for accidental damages.

LXV. The justice or magistrate by whom any penalty or forfeiture is imposed in India may award to the Company such part thereof as he does not award to the informer. Penalties in India.

LXVI. The appeal from any determination or adjudication of any justice or magistrate in India may be made to the court having ordinary jurisdiction over his adjudications, and the court may hear, proceed on, and determine the appeal accordingly. Appeal from justice in India.

LXVII. The bye-laws from time to time made by the Company to have effect in India shall not be repugnant to the laws of that part of India where they are to have effect, and shall be approved of by such judicial or other authority as the local Government of such part of India may think fit. Bye-laws in India.

LXVIII. The clauses of "The Railways Clauses Consolidation Act, 1845," with respect to the recovery of damages not specially provided for, and of penalties, and to the determination of any other matter referred to justices, shall be incorporated with and form part of this Act, and shall apply to the Company, and be construed in the same manner as is hereinbefore provided with respect to "The Companies Clauses Consolidation Act, 1845." Certain provisions of 8 & 9 Vict., c. 20 incorporated.

LXIX. Nothing in this Act contained shall be deemed to confer upon the Company any monopoly of telegraphic communication from, to, or between any places whatsoever. Act not to confer exclusive privileges.

LXX. All the costs and expenses of and incidental to the applying for and passing of this Act shall be paid by the Company. Expenses of Act.

THE SCHEDULE REFERRED TO IN THE FOREGOING ACT.

An Agreement made the eighteenth day of November, in the year of our Lord one thousand eight hundred and fifty-eight, between the Right Honorable Edward Geoffrey, Earl of Derby, and the Right Honorable Benjamin Disraeli, two of the Lords Commissioners of Her Majesty's Treasury, of the one part, and the Red Sea and India Telegraph Company (Limited), of the other part. Whereas, the above-mentioned Company are incorporated under the "Joint Stock Companies Act, 1856," with a capital of eight hundred thousand pounds, the whole of which has been subscribed for, and ten per cent. upon the amount thereof has been paid up; And whereas, the objects of the said Company are the establishing telegraphic communication between England and India by the Red Sea under concessions granted by the Turkish and Egyptian Governments, and for this purpose they are entering into arrangements for the construction, laying down, and working of a line of telegraph from Alexandria to Kurrachee, by the Red Sea and Aden; And whereas, the last-mentioned line of telegraph when laid down and in work is likely to be extensively used on Her Majesty's service, and it is therefore expedient that the Lords Commissioners of Her Majesty's Treasury acting on behalf of Her Majesty, and the various departments of Her Majesty's Government, should make arrangements with the said Company for the proper transmission and delivery of messages on Her Majesty's service, and for the rates and charges to be made for the same; And whereas, in consideration of the difficulties of the Company's undertaking, and the great importance and value of the said line of telegraph when laid down and in work as well for Her Majesty's service as to the public at large, it has been deemed proper that some encouragement and assistance should be given by the Government to the said Company in the prosecution of their undertaking, and for this purpose the said Lords Commissioners are willing to enter into an agreement, subject to such confirmation as hereinafter mentioned, for guaranteeing to the Company such rate of interest or dividend for such period, and upon such terms as hereinafter mentioned: Now, therefore, the said Lords parties hereto as such Commissioners for Her Majesty's Treasury, for themselves and their successors, and the Red Sea and India Telegraph Company (Limited), for themselves, their successors and assigns, hereby mutually covenant as follows:—

1. That the work to be undertaken by the Company shall be the laying down a line of electric telegraph from Alexandria to Kurrachee, by the Red Sea and Aden, as above-mentioned.
2. That the construction and laying down of the line of telegraph from Alexandria to Aden, and thence to Kurrachee, shall be commenced forthwith, and proceeded with with all diligence.
3. That the Company shall employ for the construction and laying down of the said line of telegraph from Alexandria by Aden to Kurrachee, contractors of high position and extensive experience in telegraphic operations, and shall immediately enter into a contract with such contractors, whereby the contractors shall bind themselves to construct and lay down the said line of telegraph from Alexandria to Aden for a fixed sum, and within a fixed period, at their own risk, and upon their own responsibility, and to hand over the line to the Company in efficient working order.
4. That the Company shall themselves well and efficiently work all their lines of telegraph for the transmission and delivery of messages.
5. That all messages and signals from or to Her Majesty, or on Her Majesty's service, shall, subject to the terms of the concessions from the Turkish and Egyptian Governments, be transmitted and delivered by the Company in preference and priority to all private messages whatsoever, and the rates and charges to be paid for the same shall be the same as may at the time being be paid in the like cases by private persons.
6. That the Lords Commissioners of Her Majesty's Treasury shall guarantee to the Company (subject to such confirmation by Act of Parliament as hereinafter mentioned) that during the period of fifty years from the fourth day of August, in the year of our Lord one thousand eight hundred and fifty-eight, the net receipts available for dividend upon each half-yearly statement of accounts, after payment of working expenses as hereinafter mentioned, shall be equal to interest or dividend at the rate of four-and-a-half per cent. per annum at the least, upon the amount of the capital for the time being bona fide called and paid up for the purpose of the Company's undertaking, not exceeding in any case, except as hereinafter mentioned, the sum of eight hundred thousand pounds, and shall, if and so often as during the said period of fifty years, upon any half-yearly statement

- statement of accounts, the net receipts available for dividend, after the payment of working expenses, shall not be equal to interest or dividend at the rate of two-and-a-quarter per cent. for the half-year upon the above-mentioned amount of capital, pay and make good such deficiency to the Company: Provided always, that in the calculation of the amount to which the Company are entitled upon this guarantee, all capital paid up in the course of the current half-year shall be taken to be entitled to interest or dividend at the above-mentioned rate only, from the time when the same was so paid up: Provided also, that all amounts paid by the Lords Commissioners under this guarantee shall be a charge upon the Company, to be repaid out of future surplus profits, as hereinafter provided.
7. That the Company shall keep proper and accurate accounts of all moneys received and all payments made by them which are properly attributable to "capital account," so as at all times to shew the amount of capital actually called and paid up by them, and the manner in which the same has been expended, and the cash account of the Company shall be kept at the Bank of England.
 8. That the Company shall also keep proper and accurate accounts of all moneys received by them for the working of their lines of telegraph, of all their working expenses, and of all other receipts and payments properly attributable to "Revenue Account," and these accounts shall be made up half-yearly to the first day of January and the first day of July, so as to shew the net receipts (if any) of the half-year.
 9. That a certified abstract and balance sheet of the accounts of the Company, as well upon the capital account as upon the revenue account, and shewing also the appropriation of the net receipts (if any), and the amount (if any) to be paid by the Lords Commissioners upon their guarantee, shall be made out half-yearly to the first day of January and the first day of July in each year during the said period, and shall be presented to the Lords Commissioners within thirty days after those half-yearly days respectively, and all reasonable means and opportunities shall be afforded to the Lords Commissioners, or any persons nominated by them for that purpose, to examine into and verify the correctness of such accounts.
 10. That the working expenses shall be taken to include all expenses of the management of the Company, and all other expenses usually carried to revenue account.
 11. That the working expenses of each half-year shall in the first instance be paid out of the gross receipts upon revenue account of that half-year, and if these shall be insufficient for the purpose, the deficiency shall be made good out of the reserve fund hereinafter mentioned, or, failing that, out of the capital of the Company.
 12. That if upon any half-year, as well during as after the said period of fifty years, the net receipts available for dividend, after payment of working expenses, shall be more than sufficient to pay a dividend at the rate of four-and-a-half per cent. per annum upon the above-mentioned amount of capital, the surplus shall be applied as follows:—
 - (a) If there remains any debt or charge outstanding in respect of payments made in the preceding half-years by the Lords Commissioners under their guarantee, one-third of such surplus shall be applied in or towards the payment of such debt or charge; another third shall be applied towards the formation of a reserve fund, not exceeding ten per cent. on the amount of capital from time to time called up and paid as hereinafter mentioned; and the remainder shall be applied to increase the dividend payable to the shareholders to an amount not exceeding in the whole the rate of ten per cent. per annum upon the paid-up capital of the Company.
 - (b) If there shall be no such outstanding debt or charge, and if the reserve fund shall not at the time being amount to the full sum of ten per cent. as aforesaid, two-thirds of such surplus shall be applied to increase the dividend payable to the shareholders to an amount not exceeding in the whole that above limited; the other one-third, and also any portion of the first-mentioned two-thirds, remaining after the dividend of the shareholders has been increased to the amount above limited, shall be applied to or towards making up the reserve fund after such rate as aforesaid.
 - (c) If there shall be no such outstanding debt or charge, and the reserve fund shall amount to the full sum of ten per cent. as aforesaid, the whole of such surplus shall be applied to increase the dividend payable to the shareholders to an amount not exceeding in the whole that above limited.
 - (d) Any portion of such surplus remaining unappropriated, after the dividend of the shareholders has been increased to the amount above limited, shall be applied either in reduction of the rates and charges of the Company for the transmission and delivery of messages, in the creation of a fund for the redemption of the Government guarantee, or in such other manner as the Lords Commissioners shall from time to time direct or approve.
 13. That the reserve fund shall be applied and used as occasion may require to and for the restoring or replacing of the telegraphic cables and for all repair and maintenance of the telegraphs and telegraphic cables, stations, instruments, and machinery of the Company, not being such as are defined in Article 11 as the ordinary working expenses, and shall also be applied and used in any half-year when the receipts of the Company shall not be sufficient to defray the working expenses to and for or towards the payment of the balance of such working expenses; and if the reserve fund shall not be sufficient for these purposes, or any of them, the further amount required shall be supplied or paid out of the capital of the Company.
 14. That whenever the reserve fund shall be reduced by any payments made out of it below the said amount of ten per cent. as aforesaid, it shall be again raised to that amount in the same manner as upon its original formation. The reserve fund shall be invested, and all interest or profits arising from such investment shall form part of the receipts of the Company upon revenue account.
 15. That in case the Company shall make default, or fail in laying down the line of telegraph from Alexandria to Aden, or, having laid down that line, shall make default or fail in laying down the line of telegraph from Aden to Kurrachee, or shall at any time during the said period of fifty years fail to maintain the said lines of telegraph, or either of them, or to reinstate and restore them if and when necessary, or efficiently to work the said lines, or either of them, for the transmission of messages, the said Lords Commissioners may by notice in writing to that effect, require the Company to give up and transfer their lines of telegraph and other property to the said Lords Commissioners, or to any other department of Her Majesty's Government, and thereupon the Company will, at the expiration of six months from such notice, give up and transfer to the Lords Commissioners, or to such other department of the Government, all their lines of telegraph (if any) then laid, and the benefit of all their concessions with the Turkish and Egyptian Governments, and all their stations, instruments, and machinery, and all their moneys, including the reserve fund, and other property whatsoever, and shall receive and be paid for the same a sum equal to the amount of the capital of the Company so by these presents authorized to be raised at the time being, called and paid up (all debts by the Company being discharged) together with interest thereon at the rate of four-and-a-half per cent. per annum, from the day of the last half-yearly payment of dividend to the day on which such giving up and transfer is to take place.
 16. That the Lords Commissioners shall be entitled to nominate any two persons whom they shall think fit, whether shareholders in the Company or not, to be ex officio Directors of the Company, and represent the Government in the Board of Directors, and shall be entitled at any time to remove

- remove any such Directors, or either of them, and appoint another to act in his stead. The sanction and concurrence of one of the two ex officio Directors shall be necessary to the validity of all contracts made by the Company, to the fixing and altering of the rates and charges for the transmission and delivery of messages, and generally to all proceedings of the Directors and of the Company, and the provisions as to ex officio Directors contained in the "Atlantic Telegraph Act, 1857," shall apply to the ex officio Directors hereby agreed to be appointed.
17. The Board of Directors of the Company shall consist of a Chairman and Vice-Chairman and six Directors, exclusive of the ex officio Directors.
18. That in the event of the Lords Commissioners deciding not to provide ships for laying down the said lines of telegraph as originally contemplated, and of its being necessary or expedient to increase the capital of the Company for the purpose of providing such ships, the guarantee provided for by clause 8 of this agreement shall be extended to such increased capital so to be raised, not exceeding with the eight hundred thousand pounds therein mentioned, the sum of one million sterling.
19. That all questions and differences which may arise between the parties hereto, upon, or in respect of this agreement, or the confirmation thereof, by Act of Parliament as hereinafter mentioned, or the carrying out of this agreement by either party, or the rights or claims of either party thereunder, shall be decided by arbitration in a manner similar to that provided by section 59 and 60 of the said "Atlantic Telegraph Act, 1857," except that if the arbitrators shall fail to appoint an umpire, as in the said Act is provided, the umpire shall be appointed by the Chief Justice of the Common Pleas, and the necessary clauses and provisions for that purpose shall be introduced into the Act hereinafter mentioned.
20. That an Act of Parliament shall be applied for by the Company in the next Session of Parliament, for the purpose of confirming and giving effect to this agreement. The Act shall contain all necessary and proper clauses and provisions for this purpose, which shall be submitted to and approved by the Lords Commissioners, and the Lords Commissioners will sanction and further the application by the Company for such Act of Parliament. In witness whereof, the said Red Sea and India Telegraph Company (Limited) have hereunto caused their common seal to be affixed, and the said other parties have hereunto set their hands and seals, the day and year first above written.

Scaled with the common seal of the Red Sea and India Telegraph Company (Limited), by order of the Board, November, 1855.

C. L. PEEL, Secretary. (L.S.)

Signed, sealed, and delivered by the above-named Earl of Derby and the Right Honorable Benjamin Disraeli, in the presence of William H. Stephenson, Treasury, Whitehall.

DERBY. (L.S.)

B. DISRAELI. (L.S.)

No. 4.

SECRETARY TO CHAMBER OF COMMERCE to THE COLONIAL SECRETARY.

Chamber of Commerce,

Sydney, August 23, 1859.

SIR,

I am instructed by the Chairman of this Chamber to hand you copy of a resolution passed unanimously at a meeting of the Members held yesterday to meet Mr. Francis Gisborne, and hear from him an explanation of his proposal to connect these colonies with England, by means of a Submarine Telegraph.

I have, &c.,

THE HONORABLE

CHARLES COWPER, ESQ.,

COLONIAL SECRETARY,

New South Wales.

HENRY CHERRY,

Secretary.

Moved by Thomas C. Breillat, Esq., seconded by Jacob L. Montefiore, Esq., and carried unanimously,—

"That this Chamber, fully recognising the great importance to this Colony of
"Telegraphic Communication with the Mother Country, are of opinion that
"a plan somewhat similar to that suggested by Mr. Gisborne is the most
"feasible for attaining that object: And, therefore, recommend the proposals
"made by that gentleman to the immediate, and earnest attention of the
"Government."

No. 5.

SECRETARY TO THE RED SEA AND INDIA TELEGRAPH COMPANY to THE COLONIAL SECRETARY.

Red Sea and India Telegraph Company (Limited),

62, Moorgate-street, E.C.,

London, 15 January, 1859.

SIR,

I am instructed by the Directors of the Red Sea and India Telegraph Company (Limited) to submit for your information the following statement of the steps which have been taken to promote the establishment of Telegraphic Communication between
England

England and the Australian Colonies, and at the same time to solicit the assistance of your Government in the promotion of that most important work.

2. This Company was originally formed nearly two years ago, for the purpose of constructing a Telegraph, in the first instance to India, and eventually to Australia and China, and circulars to this effect were forwarded at the time to the principal firms in Sydney and Melbourne.

3. The first portion of this comprehensive scheme is now in active progress, Her Majesty's Government having granted an unconditional guarantee of $4\frac{1}{2}$ per cent. for 50 years on the capital required to complete the line from Alexandria to Kurrachee, in Scinde, where it joins the Indian Telegraphic System; the Cable is in course of manufacture, and will, it is hoped, be laid, and in full operation by the end of the present year.

4. Mindful of the ulterior object which they have always had in view, the Directors had no sooner secured the co-operation of Her Majesty's Government in the Indian Line than they submitted to the Treasury a proposition for the extension of the Telegraph System of the Indian Government from Singapore to Australia and China.

5. At the same time they have ventured solely upon public grounds to urge upon Her Majesty's Government the expediency of keeping the whole communication between this Country and the Colonies in English hands, by the establishment of a direct line from Falmouth to Alexandria, the advantage, of which over the course at present adopted are too obvious to require further comment.

6. The Directors are most anxious to see this principle adopted and carried into effect, either by themselves or by some other body enjoying the confidence of the Imperial and Colonial Governments, as they feel convinced that it is only by a cordial co-operation with these authorities that the whole system of Telegraphic Communication with the Eastern Hemisphere can be placed upon a satisfactory basis.

7. They are aware that numerous schemes for a Telegraph to Australia have been propounded both by public companies, and by private individuals whose independent action so far from promoting the object in view has considerably complicated the question, and thereby retarded its final settlement.

8. They have themselves abstained from making any appeal to the public on the subject, and the object of this communication is to place your Government in possession of the present state of the Telegraph question as regards this Company, with a view to preventing the possible adoption of any incomplete scheme before the final decision of the Home Government is made known.

9. I am further instructed to solicit the favor of your communicating to the Directors the general views of your Government upon this subject, and informing them, at the same time, whether (in the event of this most important work being intrusted to the Red Sea and India Telegraph Company) it would be willing to assist the undertaking, either by granting a guarantee upon the capital required, or in any other manner which may be considered most conducive to the interests of the Colony.

10. A copy of this communication has been transmitted to the First Lord of the Treasury, the Secretary of State for the Colonies, and the Secretary of State for India.

I have, &c.,

THE HONORABLE

THE SECRETARY TO THE GOVERNMENT,
OF NEW SOUTH WALES, Sydney.

C. L. PERL,
Secretary.

No. 6.

THE COLONIAL SECRETARY TO THE SECRETARY TO THE RED SEA AND INDIA
TELEGRAPH COMPANY.

*Colonial Secretary's Office,
Sydney, 13 April, 1859.*

SIR,

I had the honor to receive, on the 25th ultimo, your letter of the 15th of January last, stating the steps which have been taken by the "Red Sea and India Telegraph Company" to promote the establishment of Telegraphic Communication between England and

and the Australian Colonies, and soliciting the assistance of the Government of New South Wales in the promotion of that most important object.

2. The Company which you represent appears to have been formed originally for the purpose of constructing a Telegraph in the first instance to India, and eventually to Australia and China; and you mention that, having secured the co-operation of Her Majesty's Government in the first portion of the scheme, and this being now in active progress, the Directors have submitted to the Lords of the Treasury a proposition for the extension of the Telegraph system of the Indian Government from Singapore to Australia and China.

3. The object of your communication is stated to be to place the Government of New South Wales in possession of the present state of the question as regards the Company, with a view of preventing the possible adoption of any incomplete scheme before the final decision of the Home Government is made known, as well as to ascertain the general views of this Government upon the subject, and whether (in the event of the work being entrusted to the Company) the Government would be willing to assist the undertaking either by granting a guarantee upon the capital required, or in any other manner which may be considered most conducive to the interests of the Colony.

4. I have now to acquaint you, for the information of the Directors of the Company, that the establishment of Telegraphic Communication with the Mother Country is an object the importance of which is fully recognised by the Government of this Colony, and that the deepest interest is felt in any proceedings tending to afford a nearer prospect of its accomplishment.

5. This Government will, therefore, be prepared to afford every facility to the operations of any Company to whom the undertaking may be committed, and who may prosecute it with success, and to entertain any reasonable proposition with respect to a guarantee that may be submitted for their consideration. At the same time I am to intimate to you, that a Line of Telegraph by way of Torres Straits and the north-eastern portions of New Holland, and uniting with the Telegraphic system now in operation and projected of this Colony, will, in the opinion of the best authorities, be found the only reasonable and practical scheme. There is at present Telegraphic communication between New South Wales and Victoria and South Australia, and it is in contemplation to extend the line from Sydney to the Northern Districts of the Colony, in the direction of Moreton Bay and Port Curtis.

I have, &c.,

CHARLES COWPER.

C. L. PEEL, Esq.,

Secretary to the Red Sea and India

Telegraph Company,

62, Lombard-street, (E. C.) London.

No. 7.

THE PRINCIPAL UNDER-SECRETARY to THE UNDER SECRETARY FOR
LANDS AND PUBLIC WORKS.

*Colonial Secretary's Office,
Sydney, 20 September, 1859.*

SIR,

With reference to former correspondence I am directed by the Colonial Secretary ^{13 July, 1859,} to forward herewith, a copy of a further Despatch from the Secretary of State for the ^{No. 7.} Colonies, relative to the proposal to establish Telegraphic Communication between England and the Australian Colonies.

I have, &c.,

W. ELYARD.

THE UNDER SECRETARY

FOR LANDS AND PUBLIC WORKS.

No. 8

No. 8.

(No. 7.)

UNDER SECRETARY OF STATE FOR THE COLONIES to THE GOVERNOR GENERAL.

Downing-street,

13 July, 1859.

SIR,

I have received your Despatch, No. 34, of the 12th of April last, forwarding an extract from the Minutes of the Proceedings of your Executive Council, as shewing the views entertained by your Responsible Advisers with regard to the proposed establishment of Telegraphic Communication between this Country and the Australian Colonies, and on this subject I have to refer you to my predecessor's Despatch of the 2nd of May last, which introduced to your notice Mr. F. Gisborne, who has proceeded to Australia for the purpose of furthering the establishment of the line of communication proposed by his brother. You will, however, observe that Sir E. B. Lytton, at the same time, declined to express any opinion on the merits of any particular plan for establishing such Telegraphic Communication.

I have, &c.,

NEWCASTLE.

GOVERNOR

SIR WILLIAM DENISON, K.C.B.,

&c., &c., &c.,

New South Wales.



Australia and China TELEGRAPH.

--- Lines Proposed or in Progress (1859)
 — Lines Existing (1853)

Dutch Line extends from Singapore to E. Java 1160 nautical miles
 Colonial Line extends from Moreton Bay to East Java 3024

MEMO: The distances are in nautical miles for Submarine Lines and in Statute miles for Land Lines.

1859.

NEW SOUTH WALES.

TELEGRAPHIC COMMUNICATION WITH EUROPE.

(DOCUMENTS RESPECTING MORETON BAY AND EAST JAVA SUBMARINE TELEGRAPH.)

Presented to both Houses of Parliament, by Command.

Boulton Row,

17 April, 1859.

MY DEAR SIR,

I send you, enclosed, the exact proportions of the Australian Correspondence, on which the division of the Postal subsidy is calculated.

Yours, &c.,

F. GISBORNE, ESQ.,
&c., &c., &c.

W. H. STEPHENSON.

Victoria	58 ⁵ / ₁₆
New South Wales	22 ¹³ / ₁₆
South Australia	7 ⁴ / ₁₆
New Zealand	5 ¹¹ / ₁₆
Tasmania	5 ¹ / ₁₆
West Australia	¹³ / ₁₆
	100

MEMO.

Proposed capital.....	£800,000
Estimated outlay	720,000

N. S. Wales is, as regards the Company, asked to contribute 27 ¹/₂ per cent. of the whole amount of guarantee or subsidy, and Victoria to contribute ... 72 ¹/₂ per cent.

100

The subsidy of N. S. Wales will represent £220,000 of the capital of the Company, and that of Victoria	£580,000
	220,000
	£800,000

The subsidy or guarantee is only to run upon the outlay.

The manufacture of the Cable for the Line from Moreton Bay to East Java will occupy five months.

The Cable will be paid for at the end of each month on the quantity of Cable made, all but about 15 per cent., which the Contractor will only receive on the completion of his whole contract.

As regards the ships, about one-third of the cost will be paid the Contractor on the signing of the Contract; one-third when the ships are ready for receiving the Cable on board; and the remainder in monthly instalments from the sailing of the first ship.

Such are the arrangements as regards the Red Sea and Indian Line, and will, no doubt, be adopted in substance, as regards the Australian Telegraph.

Under a subsidy of £35,000 yearly, New South Wales is asked for 27 ¹ / ₂ per cent of the whole amount, or.....	£ 9,625
Victoria, 72 ¹ / ₂ per cent, or	25,375

£35,000

The

TELEGRAPHIC COMMUNICATION WITH EUROPE.

The share of New South Wales will be reduced to 22 per cent, or £7,700, if the other Colonies contribute in the proportions of the Postal subsidy. The share of Victoria will in the same way be reduced to 58 per cent., or £20,300; this will leave £7,000 to be contributed by the other Colonies...

£ 7,700
20,300
7,000
£35,000

In the above statement fractions have been omitted. Taking the working expenses at £20,000 a-year, the subsidy will cover them, and further leave a dividend of about 2 per cent. upon the estimated outlay—(£720,000.)

The exact proportion of New Zealand to the Postal } 5 ¹¹ / ₁₆ per cent.,
subsidy is, at present..... } 15
and that of Western Australia..... } 16
6 ¹⁰ / ₁₆

Assuming that New Zealand and Western Australia contribute nothing towards the Telegraph, the contributions of the other Colonies towards the £35,000 subsidy will stand as follows:—

Victoria	62.450 per cent.
New South Wales	24.350, or £8,522.
South Australia	7.765
Tasmania.....	5.422
	99.987—say 100.

In the whole of the above statement the proportionate contribution of New South Wales includes that of Queensland.

If the submarine line is made to terminate at Broad Sound instead of Moreton Bay 352 nautical miles of distance will be saved, which will represent £61,000, assuming nothing is saved in freight, or £82,000 if the freight be saved.

If Port Curtis be substituted for Moreton Bay 240 nautical miles of distance will be saved, representing £42,000, if nothing be saved in freight, or £56,000 if the freight be saved.

It is extremely doubtful whether the ships will cost less, on account of a few hundred miles less of cable that they may carry.

F. GISBORNE.

Sydney, 14 December, 1859.

6, Duke-street,
Adelphi, 23 August, 1858.

ABSTRACT of Specification and Estimate to Board of Red Sea and India Telegraph Company, this day agreed to by Messrs. Newall & Co.

Specification:—

7 copper wires in a strand, at per knot 180lbs. Gutta percha, } 3 ¹ / ₂ cwt.	
2 coverings, and 2 Chatterton's patent at 212..... } 1 ¹ / ₂ cwt.	
Yarn	16 cwt.
18 iron best selected charcoal wire, weighing	
Total per knot, deep water sample	21 cwt.

Shore ends:—

Same, gutta percha and copper wire, per knot.....	3 ¹ / ₂ cwt.
Yarn	2 ¹ / ₂ cwt.
9 iron best selected charcoal, weighing.....	61 cwt.
Shore ends, per knot.....	67 cwt.
Deep water cable, per knot, f. o. b.	£105.
Shore ends.....	£160.
Slack, 25 per cent; risk of laying and staff, 20 per cent. + £5,000 to Aden, or £10,000 to Kurrachee.*	
Ships and Coals	£110,000.

LIONEL GISBORNE.

*For ship's fittings.

Aden, 2 June, 1859.

Sir,

We authorize you to accept on our behalf a Contract for a Submarine Telegraph Line, from the East End of Java to Moreton Bay, on an estimated direct distance not exceeding 3,004 nautical miles, for a sum of six hundred and sixty-five thousand pounds, the Contract to be based on that we have with the Red Sea and Indian Telegraph Company.

The above sum of £665,000 to include manufacture of cable and risk of laying it, ships, and their insurance.

The

The cable to be the same as the Red Sea and India Cable, excepting that the outer covering of hemp and wire is to be made slightly heavier to give a more perfect protection to the gutta percha, and the cable to weigh 22 cwt. instead of 21 cwt. per nautical mile, and to include, also, instruments for six stations, by Siemens & Halske of Berlin.

The insurance of the cable is to be put upon the same footing as that for the Indian Cable, excepting that a margin for our profit must be insured at the same time, which is to be agreed upon.

We reserve the right to increase the price of the cable or withdraw from the Contract should any rise occur in the price of materials between this date and the day the Contract is communicated to us.

We undertake to lay the lines and deliver them over in complete working order, and capable of transmitting a minimum of ten words per minute over any direct distance not exceeding 500 nautical miles, within two years of the Contract being communicated to us.

This offer not to be binding on us after the 31st December, 1859.

We are, &c.,

R. S. NEWALL & Co.

Francis Gisborne, Esq.

AUSTRALIAN TELEGRAPH.

ESTIMATE for a Cable of the same specification as Red Sea Cable, only with a slightly increased weight of hemp and outside wires, so that the Australian Cable shall weigh 22 cwt. instead of 21 cwt. per knot:—

	Direct distance.	
C. Sedano (E. Java) to Coupang (Timor)...	590 knots.	
Coupang to Port Essington	525 "	
Port Essington to Cape York	635 "	
Cape York to Cape Cleveland	619 "	
Cape Cleveland to Moreton Bay	655 "	
	<hr/>	
Total direct distance	3,024 "	
25 per cent. slack	756 "	
	<hr/>	
	3,780 "	at £110 £415,250
Shore ends	100 "	at £50 5,000
4 Steamers, 1,800 tons each = 7,200, at 24s. per ton per month, for 10 months...		86,400
25 tons of Coals a day for each of the 4 Steamers, for 180 days, at £3...		54,000
		<hr/>
		£560,650
Contractor to insure (Ships and Coals) £140,400, at 6 per cent.		8,424
Risk of laying, 20 per cent. on £420,250 (value of Cable)		84,050
Instruments for 6 Stations... ..		2,400
Halske and Siemens' Staff of Electricians		12,000
Company to insure against sea risk, £420,250 (value of Cable,) at 6 per cent. ...		25,212
Building 6 Stations		12,000
		<hr/>
		£704,736
Reserve Fund, 10 per cent.		70,000
		<hr/>
		£774,736
		<hr/>
Grand Total, say		£800,000

MEMO.

Shipping Cable... ..	60 days.
Voyage out	75 "
Laying	80 "
Voyage Home	85 "

300 "

Steaming:—

Voyage out	70 days
Laying	40 "
Voyage Home	70 "

180 "

Communicated by me to Captain Martindale, R.E., Commissioner for Internal Communication, New South Wales.

F. GISBORNE.

11 August, 1859, Sydney.

ESTIMATE of probable Working Expenses and Cost of Maintenance of a Submarine Telegraph from Moreton to East Java.

MANAGEMENT.		£	s.	d.	£	s.	d.
Directors, Secretary, and Expenses of Management in:							
London	...	3,000	0	0			
Committee of Company in Australia:—							
Superintendent	...	800	0	0			
Accountant and Secretary	...	500	0	0			
Clerk	...	250	0	0	4,550	0	0
WORKING STAFF.							
6 Station Masters, at £300	...	1,800	0	0			
12 Clerks, at £250	...	3,000	0	0			
6 Battery-men, at £150	...	900	0	0			
Battery Stores*	...	1,200	0	0			
Contingencies and Petty Expenses	...	500	0	0			
Necessary Provision for Officers at 4 Stations	...	800	0	0	8,200	0	0
SCREW STEAMER, 100 tons, 30 horse-power.							
Captain	...	300	0	0			
Chief Mate, £200; 2nd do., £150	...	350	0	0			
Boatswain, £100; Carpenter, £100	...	200	0	0			
Blacksmith and Coppersmith	...	120	0	0			
3 Able Seamen	...	252	0	0			
Cook, £100; Steward, £120; 2 Boys, £50	...	270	0	0	1,492	0	0
<i>Engineers.</i>							
1st Engineer, also to superintend repairs to Cable	...	300	0	0			
2nd do.	...	200	0	0			
3 Ordinary Firemen, £330; 1 Boy, £25	...	355	0	0	855	0	0
VICTUALLING.							
1st Class, 4 at 5s., including grog	...	356	0	0			
2nd Class, 4 at 3s. 6d., do. do.	...	238	0	0			
3rd Class, 10 at 2s. 6d. do. do.	...	451	5	0			
4th Class, 3 at 1s. 6d. do. do.	...	82	2	6	1,136	7	6
Coals and wood	...	500	0	0			
Repairs to hull and machinery	...	350	0	0			
Rope, oil, wear and tear, ship's chandler account	...	300	0	0	1,150	0	0
15 per cent. on cost of vessel at £6,000...	...	900	0	0	900	0	0
TOTAL	...				£ 18,283	7	6

* This will depend on the kind of battery employed.

SUMMARY.

	£	s.	d.
Management	4,550	0	0
Working Staff—Salaries, &c.	8,200	0	0
Screw-Steamer—Marine	1,492	0	0
" " Engineers	855	0	0
Victualling, Marine and Engineers	1,136	7	6
Coals, Wood, Repairs, Stores, &c.	1,150	0	0
Wear and tear, &c.	900	0	0
TOTAL	£ 18,283	7	6

F. GISBORNE.

Say, £18,000 in round numbers.

B. H. M.

Sydney, September, 1859.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

TELEGRAPHIC CABLE BETWEEN SINGAPORE AND BATAVIA.

(DESPATCH ANNOUNCING COMPLETION OF.)

Ordered by the Legislative Assembly to be Printed, 25 April, 1860.

SECRETARY OF STATE FOR THE COLONIES to GOVERNOR GENERAL.

Downing-street, 17 February, 1860.

SIR,

I transmit herewith, for your information, the copy of a note from the Netherlands Minister at this Court, which has been received through the Foreign Office, announcing the completion of the Telegraphic Cable between Singapore and Batavia, and communicating the desire of his Government to see this line placed in communication with the British Telegraphic Lines in the East Indies, as well as with those which are intended to be laid down to China and Australia.

I have, &c.,

NEWCASTLE.

[Enclosure.]

Foreign Office, February 6, 1860.

Sir,

I am directed by Lord John Russell to transmit to you, to be laid before His Grace the Duke of Newcastle, a copy of a note from the Netherlands Minister at the Court, announcing the completion of the Telegraphic Cable between Singapore and Batavia, and communicating the desire of the Netherlands Government to see this line placed in communication with the British Telegraphic Lines in the East Indies as well as with those which are intended to be laid down to China and Australia.

I have, &c.,

JAMES MURRAY.

Herman Merivale, Esq.
&c., &c., &c.

[Sub-Enclosure.]

Londres, le 4 Fevrier, 1860.

My Lord,

V. S. aura sans doute appris avec intérêt que le Cable Télégraphique destiné à relier Singapore à Batavia vient d'être posé avec un heureux succès. Le Gouvt. du Roi tout en appréciant l'utilité de ce nouveau moyen de communication est cependant persuadé que l'importance de cette mesure ne sera complétée que lorsque que cette ligne aura été reliée au Réseau Télégraphique dans les Indes Britiques. et plus particulièrement lorsque que la Chine et l'Australie seront un également en communication avec l'Europe. Je viens d'être chargé par mon Gouvernement de fixer l'attention de V. S. sur ce sujet et de lui témoigner combien le Cabinet de la Haye serait heureux de voir le Gouvt. Britique. procéder dans le delai le plus bref possible à cette jonction si désirable, maintenant surtout que de sa côté le Gouvt. du pays bas a reussi dans la pose du Cable Télégraphique reliant ses possessions à celles de S. M. Bque.

J'ai l'honneur, &c.,

BENTINCK.

S. E.
Lord John Russell,
&c., &c., &c.

Sydney: Thomas Richards, Government Printer.—1860.

[Price, 6d.]

* 525—

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

ELECTRIC TELEGRAPH CHARGES.

(APPROVED SCALES OF.)

Ordered by the Legislative Assembly to be Printed, 2 February, 1860.

Laid upon the Table of the Legislative Assembly, in compliance with
the New South Wales Electric Telegraph Act, 20 Vic., No. 41.

ELECTRIC TELEGRAPH.

SCALE OF CHARGES BETWEEN NEW SOUTH WALES AND VICTORIA, SOUTH AUSTRALIA, AND TASMANIA.

BETWEEN <i>and</i>	SYDNEY.		CAMPBELL-TOWN.		BERRIMA.		GOULDBURN.		YASS.		GUNDAGAL.		ALBURY.		PENRITH.		HARTLEY.		DATHURST.		WINDSOR.		WOLLOMBI.		EAST & WEST MAITLAND.		MORPETH.		NEWCASTLE.	
	Ten words.	Each additional word.	Ten words.	Each additional word.	Ten words.	Each additional word.	Ten words.	Each additional word.	Ten words.	Each additional word.	Ten words.	Each additional word.	Ten words.	Each additional word.	Ten words.	Each additional word.	Ten words.	Each additional word.	Ten words.	Each additional word.	Ten words.	Each additional word.	Ten words.	Each additional word.	Ten words.	Each additional word.	Ten words.	Each additional word.	Ten words.	Each additional word.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Adelaide	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6
Tasmania	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6	9 0	0 6
Melbourne	6 0	0 4	6 0	0 4	6 0	0 4	6 0	0 4	5 0	0 3	5 0	0 3	4 0	0 3	7 0	0 4	7 0	0 4	7 0	0 4	7 0	0 4	7 0	0 4	7 0	0 4	7 0	0 4	7 0	0 4
Beechworth	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	3 0	0 3	2 0	0 2	5 0	0 4	5 0	0 4	5 0	0 4	5 0	0 4	5 0	0 4	5 0	0 4	5 0	0 4	5 0	0 4
Wangaretta	5 0	0 3	5 0	0 3	5 0	0 3	5 0	0 3	4 0	0 3	3 0	0 3	2 0	0 2	6 0	0 4	6 0	0 4	6 0	0 4	6 0	0 4	6 0	0 4	6 0	0 4	6 0	0 4	6 0	0 4
Benalla	5 0	0 3	5 0	0 3	5 0	0 3	5 0	0 3	4 0	0 3	4 0	0 3	3 0	0 3	6 0	0 4	6 0	0 4	6 0	0 4	6 0	0 4	6 0	0 4	6 0	0 4	6 0	0 4	6 0	0 4
Longwood	6 0	0 4	6 0	0 4	6 0	0 4	6 0	0 4	5 0	0 3	5 0	0 3	3 0	0 3	7 0	0 4	7 0	0 4	7 0	0 4	7 0	0 4	7 0	0 4	7 0	0 4	7 0	0 4	7 0	0 4
Kilmore	6 0	0 4	6 0	0 4	6 0	0 4	6 0	0 4	5 0	0 3	5 0	0 3	4 0	0 3	7 0	0 4	7 0	0 4	7 0	0 4	7 0	0 4	7 0	0 4	7 0	0 4	7 0	0 4	7 0	0 4

ELECTRIC TELEGRAPH CHARGES.

SCALE OF CHARGES ON NEW SOUTH WALES LINES.

Miles.	STATIONS.	Sydney.		Parramatta.		Liverpool.		Campbelltown.		Berrima.		Goulburn.		Yass.		Gundagai.		Albury.		South Head.		Penrith.		Hartley.		Bathurst.		Windsor.		Wollombi.		East & West Maitland.		Morpeth.		Newcastle.			
		10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.	10 words.	Every extra word.		
		s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.	s. d. s. d.		
	SYDNEY.....	1 0	0 1	2 0	0 2	2 0	0 2	2 6	0 2	3 0	0 3	3 6	0 3	4 0	0 3	4 0	0 3	1 0	0 1	2 0	0 2	2 6	0 2	3 0	0 3	3 0	0 3	2 0	0 2	2 6	0 2	3 0	0 3	3 0	0 3	3 0	0 3
13½	Parramatta....	1 0	0 1	1 0	0 1	2 0	0 2	2 6	0 2	3 0	0 3	3 6	0 3	4 0	0 3	4 0	0 3	2 0	0 2	1 0	0 1	2 6	0 2	3 0	0 3	1 0	0 1	2 6	0 2	3 0	0 3	3 0	0 3	3 0	0 3	3 0	0 3
22	Liverpool.....	2 0	0 2	1 0	0 1	1 0	0 1	2 6	0 2	3 0	0 3	3 6	0 3	4 0	0 3	4 0	0 3	2 0	0 2	2 0	0 2	2 6	0 2	3 0	0 3	2 0	0 2	2 6	0 2	3 0	0 3	3 0	0 3	3 0	0 3	3 0	0 3
34	Campbelltown	2 0	0 2	2 0	0 2	1 0	0 1	2 0	0 2	3 0	0 3	3 6	0 3	4 0	0 3	4 0	0 3	3 0	0 3	2 0	0 2	2 6	0 2	3 0	0 3	2 0	0 2	2 6	0 2	3 0	0 3	3 0	0 3	3 0	0 3	3 0	0 3
88	Berrima.....	2 6	0 2	2 6	0 2	2 6	0 2	2 0	0 2	2 0	0 2	3 0	0 3	3 0	0 3	4 0	0 3	3 0	0 3	2 6	0 2	3 0	0 3	3 6	0 3	2 6	0 2	3 0	0 3	3 6	0 3	3 6	0 3	3 6	0 3	3 6	0 3
133	Goulburn.....	3 0	0 3	3 0	0 3	3 0	0 3	3 0	0 3	2 0	0 2	2 0	0 2	3 0	0 3	3 0	0 3	3 0	0 3	3 0	0 3	3 6	0 3	3 6	0 3	3 0	0 3	3 6	0 3	3 6	0 3	3 6	0 3	3 6	0 3	3 6	0 3
200	Yass.....	3 6	0 3	3 6	0 3	3 6	0 3	3 6	0 3	3 0	0 3	2 0	0 2	2 0	0 2	3 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3
265	Gundagai.....	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	3 0	0 3	3 0	0 3	2 0	0 2	2 0	0 2	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3
380	Albury.....	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	3 0	0 3	3 0	0 3	2 0	0 2	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3
7	South Head....	1 0	0 1	2 0	0 2	2 0	0 2	3 0	0 3	3 0	0 3	3 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	..	..	2 0	0 2	2 6	0 2	3 0	0 3	2 0	0 2	2 6	0 2	3 0	0 3	3 0	0 3	3 0	0 3
33	Penrith.....	2 0	0 2	1 0	0 1	2 0	0 2	2 0	0 2	2 6	0 2	3 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	2 0	0 2	..	..	2 0	0 2	3 0	0 3	2 0	0 2	2 6	0 2	3 0	0 3	3 0	0 3	3 0	0 3
80	Hartley.....	2 6	0 2	2 6	0 2	2 6	0 2	2 6	0 2	3 0	0 3	3 6	0 3	4 0	0 3	4 0	0 3	4 0	0 3	2 6	0 2	2 0	0 2	..	..	2 0	0 2	2 6	0 2	3 0	0 3	3 6	0 3	3 6	0 3	3 6	0 3
125	Bathurst.....	3 0	0 3	3 0	0 3	3 0	0 3	3 0	0 3	3 6	0 3	3 6	0 3	4 0	0 3	4 0	0 3	4 0	0 3	3 0	0 3	3 0	0 3	2 0	0 2	..	..	3 0	0 3	3 6	0 3	4 0	0 3	4 0	0 3	4 0	0 3
33	Windsor.....	2 0	0 2	1 0	0 1	2 0	0 2	2 0	0 2	2 6	0 2	3 0	0 3	4 0	0 3	4 0	0 3	4 0	0 3	2 0	0 2	2 0	0 2	2 6	0 2	3 0	0 3	..	..	2 0	0 2	3 0	0 3	3 0	0 3	3 0	0 3
101	Wollombi.....	2 6	0 2	2 6	0 2	2 6	0 2	2 6	0 2	3 0	0 3	3 6	0 3	4 0	0 3	4 0	0 3	4 0	0 3	2 6	0 2	2 6	0 2	3 6	0 3	3 6	0 3	2 0	0 2	..	..	2 0	0 2	2 0	0 2	2 0	0 2
140	Maitland.....	3 0	0 3	3 0	0 3	3 0	0 3	3 0	0 3	3 6	0 3	3 6	0 3	4 0	0 3	4 0	0 3	4 0	0 3	3 0	0 3	3 0	0 3	3 6	0 3	4 0	0 3	3 0	0 3	2 0	0 2	..	..	1 0	0 1	2 0	0 2
144	Morpeth.....	3 0	0 3	3 0	0 3	3 0	0 3	3 0	0 3	3 6	0 3	3 6	0 3	4 0	0 3	4 0	0 3	4 0	0 3	3 0	0 3	3 0	0 3	3 6	0 3	4 0	0 3	3 0	0 3	2 0	0 2	1 0	0 1	..	..	2 0	0 2
162	NEWCASTLE	3 0	0 3	3 0	0 3	3 0	0 3	3 0	0 3	3 6	0 3	3 6	0 3	4 0	0 3	4 0	0 3	4 0	0 3	3 0	0 3	3 0	0 3	3 6	0 3	4 0	0 3	3 0	0 3	2 0	0 2	2 0	0 2	2 0	0 2	..	..

MESSAGES will be delivered free within one mile of Sydney, and half-a-mile of all other Stations. PORTERAGE, or CAB HIRE, will be charged beyond those distances.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

EXTENSION OF ELECTRIC TELEGRAPH.

(PETITION FROM ARMIDALE.)

Ordered by the Legislative Assembly to be Printed, 28 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the undersigned residents of the Township and District of Armidale,—

HUMBLY SHEWETH :—

That your Petitioners, being conscious of the great advantages arising from the extension of the Electric Telegraph throughout the Colony, are desirous that the same should be extended from Maitland to Armidale, by which means graziers and others of your Petitioners could avail themselves of the benefits arising from such speedy means of communication, not only with Maitland and Sydney, but also with Bathurst, Albury, and Melbourne,—which, under present circumstances, in the sale of stock, and other commercial transactions, would materially advance the interest of the district, and facilitate the business transactions which now and must continue to exist between the two Colonies.

Your Petitioners further beg to bring under the notice of your Honorable House the great importance of such an extension, for, in a geographical point of view, an Electric Telegraph extended to Armidale would be the most direct means of connecting the Australian Colonies with Europe; and, considering that electric communication has been fully tested by the Mother Country and is now being extended all over the British dominions, your Petitioners, in consideration of its being extended throughout the Australian Colonies, embracing the northern townships, namely, Wide Bay and Port Curtis, in Queensland, beg to call the attention of your Honorable House to the fact that, in its further extension to Europe, Armidale being on or near the boundary of the two Colonies would partly limit the expenditure, in as far as the Colony of New South Wales would be concerned.

Your Petitioners, independent of the above considerations, most respectfully submit to your Honorable House that the district of New England, in mineral wealth, agricultural products, and grazing capabilities, must ever constitute Armidale the capital of the Northern Districts; and, therefore, your Petitioners respectfully submit that they are entitled to the same facilities for communication which are now enjoyed by townships of minor importance. Your Petitioners, therefore, humbly pray that your Honorable House will take the premises into consideration, and for which, as in duty bound, your Petitioners will ever pray.

(Here follow 111 Signatures.)

Sydney: Thomas Richards, Government Printer.—1860.

1859.

Legislative Assembly.

NEW SOUTH WALES.

ELECTRIC TELEGRAPH FROM PARRAMATTA TO BATHURST.

(RETURN RESPECTING CONTRACTS FOR.)

Ordered by the Legislative Assembly to be Printed, 1 December, 1859.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 6 October, 1859, That there be laid upon the Table of this House,—

- “ (1.) A copy of the original (or modified, if any,) conditions of
“ Tender for the erection of the line of Telegraph from Parra-
“ matta to Bathurst.
- “ (2.) Copies of all Tenders made and Contracts entered into
“ for the performance of the work.
- “ (3.) Copies of Reports of authorised Inspectors or Superin-
“ tendents as to the progress of the work, and statement of
“ payments made on account of same.
- “ (4.) Any correspondence with the Government relating to
“ said Contracts and Works.”

ELECTRIC TELEGRAPH FROM PARRAMATTA TO BATHURST.

THE COMMISSIONER FOR INTERNAL COMMUNICATION to THE UNDER SECRETARY FOR
LANDS AND WORKS.

*Electric Telegraph Branch,
Department of Internal Communication,
Sydney, 1 April, 1859.*

SIR,

In reference to your B.C. Minute of the 15th ultimo, enclosing tenders for the construction of the Electric Telegraph to Bathurst, I have the honor to transmit for the information of the Secretary for Lands and Public Works a Schedule of Tenders sent in.

From this it will be seen that the tender of Mr. Jno. Rogers is the lowest, being at the rate of £40 a mile.

I greatly doubt if Mr. Jno. Rogers can do the work at the price, and I fear lest, should he obtain the contract, difficulties should hereafter arise from this cause in carrying out the works.

But as the tender of Mr. Jno. Rogers is the lowest, I presume that if he can find approved security the contract must be given to him.

I have, &c.,

B. H. MARTINDALE.

THE UNDER SECRETARY
FOR LANDS AND WORKS.

SCHEDULE of TENDERS sent in for the construction of the ELECTRIC TELEGRAPH to Bathurst.

No.	NAME.	AMOUNT PER MILE.	SURETIES.
4	B. Rush	42 0 0	W. Crane and Thomas Farrell.
5	J. M. Hancock	56 0 0	Lewis Samuel and Saul Samuel.
6	William and Charles Tunks...	51 0 0	None.
7	John Rogers	40 0 0	John Madden and J. Mahoney.
8	Joseph Thompson	42 10 0	J. B. Morris & Sons & R. B. Hines.
9	F. Wiseman and Co.....	43 0 0	Phillip Hart and John Suttie.

MINUTES on the Contracts for the Construction of the Line of Electric Telegraph to Bathurst.

Captain Martindale has not said whether he has made the provision he promised to make, that swamp oak posts should not be used; and whether Mr. Rogers has agreed to that provision.

JOHN R.

The suggestion of Captain Martindale was, that it should form part of the agreement with the successful tenderer that swamp oak should not be used, as directed by the Minister; he now encloses an undertaking from Mr. Rogers not to use swamp oak should he obtain the Contract.

B. H. M.

4/3.

The above Minute of the Commissioners would seem to indicate that I had, in the first place, directed that swamp oak should be permitted to be used, instead of that I had objected to such being the case, and pointed out the objection to Captain Martindale—of course that is not what was intended to be conveyed by the words used. The contract may be accepted now, the only condition remaining for attention is, that the security be sufficient; and inquiry should be made as to the sureties, and report furnished.

JOHN R.

7 April.

Mr.

ELECTRIC TELEGRAPH FROM PARRAMATTA TO BATHURST. 3

Mr. Rogers' tender for the Bathurst Line was accepted (£40 per mile), contingent on his giving sufficient security.

He has offered names on three different occasions, which, on inquiry, have all been rejected as insufficient.

The security would be about £500. The whole of the tenders with the accompanying schedule are enclosed for the information of the Secretary for Lands and Works, and for instructions as to what further steps are to be taken.

J. RAE. 2/5.

Transmit to the Under Secretary for Lands and Works.
B. C. 2/5. J. R.

It appears to me that we are where we were months ago. Surely the Department of Internal Communication has some suggestion or recommendation to make; if not, I might as well have decided the matter when the tenders came in.

Commissioner for Internal Communication.
B. C. 3 May.

JOHN R.*
3 May.

I understood from Mr. Robertson that he merely wished me to state whether the sureties offered by Rogers were responsible, and he would then arrange the next steps.

I have now disposed of the other tenders in their order up to Rush and Tunks. Wiseman & Co. cannot be found at their address. Mr. Thompson, of Melbourne, offers three Sydney sureties, but two of them decline to act, and the other has not replied to my letter.

Mr. Tunks' tender for the Bathurst line is £51. Mr. Cracknell states that he will agree to the exclusion of swamp oak.

Although, nominally, he gives no sureties, yet, virtually, he offers the best security, viz. :—to allow the Government to retain £500 of the first moneys that would be due to him for works as security, of course, over and above the usual 10 per cent. retained from payments.

Mr. Cracknell considers both these tenders reasonable, and states that Tunks performed his last contract entirely to his satisfaction; under these circumstances, as the Commissioner telegraphs that it would be better to call for fresh tenders than accept of one so high as £75, I would, in his absence, recommend that the tender of Tunks at £51 per mile be accepted for the Bathurst Line, it being understood that swamp oak is not to be used.

J. RAE.

The Under Secretary
for Lands and Works.
B. C. 11-5.

THE UNDER SECRETARY FOR LANDS AND WORKS to THE COMMISSIONER
FOR INTERNAL COMMUNICATION.

*Department of Lands and Public Works,
Sydney, 12 May, 1859.*

SIR,

I am directed to inform you that the undermentioned tender has been accepted by the Government, under the terms and conditions stated in your blank cover report of the 11th instant, viz., Mr. Tunks' tender to construct Electric Telegraph from Parramatta to Bathurst, at £51 per mile.

I am to request that you will have the goodness to apprise the parties interested, to this effect, and take from them the necessary bonds for the due fulfilment of their Contracts.

I have, &c.,
MICL. FITZPATRICK.

THE COMMISSIONER
FOR INTERNAL COMMUNICATION.

P.S.—It is understood that swamp oak is not to be used.

Department

*The Commissioner was at this time absent from Sydney inspecting the Southern Road and Telegraph.

*Department of Lands and Public Works,
Sydney, 21 February, 1859.*

ELECTRIC TELEGRAPH TO BATHURST AND THE HUNTER.

TENDERS will be received at this Office until Tuesday, the 22nd day of March next, at noon, from persons desirous of contracting for the material (wire excepted) and for the workmanship necessary for the erection of two lines of Electric Telegraph—first, from Parramatta by the line of Railway or Main Road, according to the directions of the Superintendent, to Bathurst; and second—from a point upon or near the Blacktown Road to Windsor; and thence *via* Wiseman's Ferry, Wollombi, West Maitland, and Maitland, to Newcastle, according to the specification hereto.

Separate tenders to be sent in for each line at a price per mile, completed, the Government supplying the Telegraph and binding wire in Sydney.

Each contract must be completed and the works handed over to the Government within 6 months from the notification of the acceptance of the tender, time being considered of the essence of the contract.

Payments will be made in fortnightly instalments to the extent of £80 per cent. on the value of the work certified by the Superintending Officers to have been completed.

Attached to each tender there must be a memorandum signed by the party tendering, and two responsible persons as sureties, agreeing to be answerable for the due performance of the contract, in the event of the tender being accepted, and undertaking in that event that they will severally execute and deliver at the Office of Internal Communication in Sydney, within one month from the notification of the acceptance of the tender, a bond to Her Majesty for securing such performance, in a sum equal to 10 per cent. on the amount of the tender.

The Government does not bind itself to accept the lowest tender.

JOHN ROBERTSON.

SPECIFICATION.

Posts, which may be heavy rough saplings, with the bark removed; to be provided of sound hardwood, such as box (not bastard box), iron-bark, stringy-bark, or swamp oak, and to be not less than 9 inches in diameter at the base, and 5 inches at the top, of 23 feet lengths; the base to be charred thoroughly over a space of 6 feet, and well coated with coal tar; the top to be firmly bound at one inch from its extremity with good hoop iron, not less than one inch wide; a hole of proper size to receive the insulating pin, to be bored vertically in the centre of the top of the post to the depth of $5\frac{1}{2}$ inches.

Insulators to be of well baked and highly glazed earthenware of an uniform pattern, to be submitted for approval; insulating pins to be of box or stringy-bark of suitable size, and prepared by soaking in a boiling mixture of equal parts of gum shellac, resin, and Venice turpentine, and to be firmly fitted at the tops of the posts.

The conducting wire, which will be furnished by the Government in Sydney, to be of the best quality of No. 6 galvanized iron, weighing not less than 560 lbs. to the mile, to be so stretched that the deflexion shall not exceed two feet in any sixty feet length of wire, and to be securely fastened to the insulators with annealed charcoal wire, No. 15 gauge, to be also supplied by the Government in Sydney. The metallic connections or jointings of the main wire to be made in the best manner, and according to directions, which will be given by the officers appointed to superintend the work.

The posts to be not more than 60 yards apart, unless by special permission. They must be fixed in the ground to a depth of 5 feet, and firmly wedged and embedded in a perpendicular position.

An additional price per post to be given for such posts as may require to be planed and chamfered, to be set up through towns or villages, and painted with three coats of white or black paint, as may be directed by the Superintendent of Electric Telegraphs.

All trees and branches which in the judgment of the Superintending Officer may endanger the line are to be removed, and all brush, underwood, and grass cleared away for a space of twenty feet round each pole. All staking or marking out of the line that may be necessary in the judgment of the Superintending Officers to be performed for its proper direction, must be done by contractor at his own cost, under the direction of the Superintending Officers, and before the work is commenced.

Insulating brackets, angle insulators, and terminals, according to the patterns approved by the Superintendent of Electric Telegraphs, are to be provided where required for turnings and intermediate stations.

All materials used in the construction of the work, or any part of it, are to be of the best quality, and, together with the workmanship, are to be subject to the approval or rejection of the Superintendent of Electric Telegraphs.

Should the contractor fail to proceed in the execution of, or to complete the work in the manner and at the rate of progress required by the Superintendent of Electric Telegraphs, it shall be at the option of the Government either to make use of all labor and materials which the Superintendent may deem necessary for the prosecution thereof, deducting the cost of such labor and material from the money that may be then due, or thereafter to become due, to the Contractor, or on the notification to that effect being inserted in the *New South Wales Government Gazette*, to consider the contract void so far as relates to the work remaining to be done, and all sums of money that may be due to the contractor, together with all materials and implements in his possession on the ground, and all sums of money, whether named in the bond to be entered into by the contractor, or otherwise, as penalties for the non-fulfilment of the contract, shall be forfeited to the Government, and the amount shall be considered as ascertained damages for breach of contract.

Electric

ELECTRIC TELEGRAPH FROM PARRAMATTA TO BATHURST. 5

Electric Telegraph to Bathurst.

I offer to contract for the supply of material (wire excepted) and workmanship necessary for the erection of an Electric Telegraph from Parramatta, by the line of Railway or Main Road, according to the direction of the Superintendent, to Bathurst, according to the published specification, dated Sydney, February 21st, 1859, at the rate of fifty-six (£56) per mile.

JOHN MILL HANCOCK.

We the undersigned agree, in the event of the above tender being accepted, to become sureties for the due performance of the contract, and undertake to execute, within one month from the acceptance of the said tender, a bond to Her Majesty for securing such performance, in a sum equal to £10 per cent. on the amount of the tender.

LEWIS SAMUEL, Merchant, Sydney.
SAUL SAMUEL, ditto.

The Honorable
The Secretary for
Lands and Public Works.

65, *Princes-street*,
Sydney, 14 March, 1859.

Gentlemen,

In accordance with an advertisement in the public papers, calling for tenders for the performance of works required for the Electric Telegraph to Bathurst and Newcastle, I am willing to undertake the performance of the said works, according to the advertised specifications, viz., from Parramatta to Bathurst, for £40 per mile; and from Blacktown Road to Newcastle, for £42 per mile; and will complete the same according to the required time. I submit the undermentioned persons as my sureties.

I remain, &c.,
JOHN ROGERS, Contractor.

Sureties:—

JOHN MADDEN, Harrington-street.
MICHAEL MAHONEY, Haymarket.

Melbourne, 14 March, 1859.

I hereby tender for the completing of the following work for the Electric Telegraph from Bathurst to the Hunter, and complete the same according to your specification, at the following prices, namely:—

From Parramatta to Bathurst at the rate of forty-two pounds ten shillings per mile, and five shillings each for posts, planed and painted.

Second Contract:—From Blacktown Road to Newcastle, at the rate of forty-seven pounds per mile (£47 per mile) and nine shillings each for posts, planed and painted.

Having been engaged in similar works in Victoria, and having completed some of the principal lines, any reference which you may require addressed to Mr. M'Gowan, Master Superintendent of the Electric Telegraph, Melbourne.

JOSEPH THOMPSON.

John Robertson, Esq.,
Department of Lands and Works,
Sydney.

We hereby agree to become security for the due fulfilment of the above tender.

RICHARD HUMES, Solicitor.
J. B. MORRIS & SONS, Timber Merchants, Melbourne.

Princes-street,
1 March, 1859.

Sir,

I, the undersigned, am willing to construct the line No. 1 to Bathurst for £43 per mile, and No. 2 for £45 per mile; should these terms meet your approval, I will perform all the works required.

I remain, &c.,
T. WISEMAN & CO.

The Honorable
The Secretary of Lands and Works.

MEMO:—The undersigned gentlemen will become the required guarantees,—

MR. PHILLIP HART, Sussex-street.
JOHN SUTTIE, York-street.

Berrima,

Berrima,
21 March, 1859.

Sir,

I have the honor to tender for the contract for the material (wire excepted) and for the workmanship necessary for the erection of the line of Electric Telegraph, from Parramatta, by the line of Railway or Main Road, according to the directions of the Superintendent, to Bathurst, for the sum of £42 per mile.

I undertake to provide the materials, and to execute the work within the time specified in your call for tenders, and according to the specifications published in the *Sydney Morning Herald*, and dated 21st February, 1859.

I have the honor to refer you to the memorandum hereto attached, signed by myself and sureties.

The Honorable
John Robertson, M. L. A.,
Secretary for Lands and Public Works.

I have, &c.,
BARTHOLOMEW RUSH.

Balmain,
22 March, 1859.

Sir,

We beg to state that we will be willing to erect the line of Electric Telegraph from Parramatta to Bathurst, in accordance with the specification for such work exhibited by your Department, at the sum of fifty-one pounds per mile. In the event of this offer being accepted, we propose, instead of sureties, to expend on the work without delay the sum of five hundred pounds, which sum may be held by the Government as security for the due performance of the contract.

The Honorable
The Secretary for Lands and Public Works.

We have, &c.,
WILLIAM TUNKS.
CHARLES TUNKS.

Know all men by these presents, that we, William Tunks and Charles Tunks, of Balmain, in the Colony of New South Wales, Contractors, are held and firmly bound unto Our Sovereign Lady Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, in the sum of Five hundred pounds of good and lawful money of Great Britain, to be paid to Our said Lady the Queen, Her Heirs or Successors, to which payment well and truly to be made we bind ourselves, and each and every of us, jointly and severally, for and in the whole, our and each of our heirs, executors, and administrators, and every of them, firmly by these presents. Sealed with our seals, dated the twenty-fifth day of August, in the year of Our Lord one thousand eight hundred and fifty-nine.

WHEREAS the above bounden William Tunks and Charles Tunks made the tender hereunto annexed, under the terms and conditions of a notice dated the twenty-first day of February now last past, and published in the *New South Wales Government Gazette* of the twenty-second day of February (of which notice a copy is also hereunto annexed), and at the prices and under the stipulations in the said tender mentioned or referred, to provide the materials (wire excepted) for and perform the various works required in constructing an Electric Telegraph from Parramatta by the line of Railway or Main Road, under the directions of the Superintendent to Bathurst, according to the specification hereto annexed marked with the letter A; and to complete the same within three months from the date of these presents, for the sum of Fifty-one pounds per mile, to the satisfaction of the Officer charged with the superintendence of the work, or such other person as Ben Hay Martindale may appoint for that purpose; and shall allow the first five hundred pounds that becomes due or payable under the said contract to remain in the hands of the Colonial Treasurer of the said Colony, as a collateral security for the faithful performance of their contract, and shall not withdraw the said sum until the due fulfilment of the same contract to the satisfaction of the Officer charged with the superintendence of the work, or such other person as Ben Hay Martindale may appoint for that purpose. And whereas the said tender has been duly accepted by His Excellency the Governor of the said Colony on condition that this bond should be entered into by them the said William Tunks and Charles Tunks. Now the condition of the above written bond and obligation is such, that if the said William Tunks and Charles Tunks shall and do well and truly perform and fulfil the said tender and the contract arising out of such tender, and the acceptance thereof as aforesaid, and all and every the terms, conditions, and stipulations thereof, within the time hereinbefore in that behalf mentioned, and shall allow the first five hundred pounds that becomes due or payable under the said contract to remain in the hands of the Colonial Treasurer of the said Colony, as a collateral security for the faithful performance of their contract, and shall not withdraw the said sum until the due fulfilment of the same contract to the satisfaction of the Officer charged with the superintendence of the work, or such other person as Ben Hay Martindale may appoint for that purpose, then

ELECTRIC TELEGRAPH FROM PARRAMATTA TO BATHURST. 7

then this obligation to be void and of none effect, otherwise to remain in full force and virtue.

Signed, sealed, and delivered by the said }
William Tunks in the presence of } WILLIAM TUNKS. (L.S.)
J. J. LEE.

Signed, sealed, and delivered by the said }
Charles Tunks in the presence of } CHARLES TUNKS. (L.S.)
J. J. LEE.

Memorandum from Secretary for Lands and Works.

I have been told by Mr. Rotton, M.P., that there is timber of an inferior quality being used for the telegraph posts on the Bathurst Line—say apple-tree, white gum, &c.

JOHN R.
8 Sept.

I transmit the following report from Mr. Cracknell on this subject, to which I have only to add that no payments will be made without a certificate, that no white gum or apple-tree poles have been used.

The Under Secretary
for Lands and Public Works.

B. H. M.
14 Sept.

I have only inspected the Western Line as far as Mount Victoria, and am not aware of any timber being used of the description mentioned by Mr. Rotton. I took every care when last on the line to inquire the nature of the timber, and could not hear of a single white gum or apple-tree pole being used.

The Inspector on this contract, Mr. Merrewether, is well acquainted with Colonial timber, and is a man I have every confidence in; but it will be impossible for me to say what timber has been used beyond Mount Victoria, until after my next visit of inspection; no part of the work has yet been passed.

To Captain Martindale, R. E.

E. C. C.

Sec. for Lands and Works, B.C.

I am told by Mr. Rotton that much inferior timber has been used on this side of Mount Victoria, and that by using such timber and not that contracted to be used, the contractor will make a large saving; indeed, that many persons would have contracted at a much lower price had they been permitted to depart from the specifications in this particular.

It would be well to call on an additional officer to report, say Mr. Dawson, the Superintendent of the Western Road.

JOHN R.
B.C. 20 Sept.

*Road Branch,
Department of Internal Communication,
Sydney, 6 October, 1859.*

Sir,

I am directed by the Commissioner to request that you will meet Mr. Cracknell at the Post Office, Emu Plains, on Monday next, at about 2 p.m., to proceed with him to inspect telegraph posts to Bathurst, and to report whether any inferior timber or wood—contrary to specification—has been used; if so, to state particulars; also, whether posts have been properly charred and tarred, and work generally properly executed.

I have, &c.,
JOHN RAE,
Secretary.

B. B. Dawson,
Bowenfels.

In accordance with your instructions I have, in company with Mr. Dawson, carefully inspected the Western Line of Telegraph to Bathurst, and beg to hand you the following Report:—

*Poles:—*The specification is worded as follows: "Poles to be of heavy rough saplings, with the bark removed—of sound Colonial hardwood, such as box (not bastard box,) iron-bark, stringy-bark, &c.," which, of course, implies timber equal in quality to the above woods. From all the information I can collect and the facts that I can deduce, the letter as well as the spirit of the specification has been adhered to. Every one must be aware of the difficulty of recognizing Colonial timber when the bark is removed; it requires not only a Colonial but in most cases a local knowledge to determine its durability, but as you have kindly directed Mr. Dawson to report on the quality of the timber used, that gentleman's opinion on this point may be considered more satisfactory. Nine-tenths of the poles are considerably larger than the size specified, and perfectly sound.

Clearing:

Clearing :—The clearing is well and satisfactorily performed, and I may state that when on my way to Bathurst, the country in many places was visited with alarming bush fires, frequently consuming the timber felled along the line, but in no instance even charring a pole, which will prove beyond a doubt, that the twenty feet clearing round each pole is sufficient for its safety.

Tarring and Charring :—This has in most cases been well and sufficiently done, but in some instances the charring has not been carried high enough from the surface; this defect I have pointed out to Mr. Tunks, who has given directions for its completion. I do not consider it necessary to char the extreme end of the pole, *i. e.*, the flat part where cut from the stump. I never saw a pole of sound wood decay five feet in the ground.

Ramming :—The ramming round the poles will also in some places require attention, the packing having been performed in wet weather has since dried and contracted, leaving a small space between it and the pole; where this is found to be the case, it will be re-rammed by the wire men as they return to Sydney.

Wire :—The wire which was supplied by the Government is well annealed, and of good quality, which can be proved by the fact that to the present time there has not been a single breakage during its suspension, which is a very unusual circumstance, as most of the weak places are discovered when the wire is first subjected to a strain; the zinc is not quite so evenly coated as in some wire, but that is not of the slightest importance, and will in no way interfere with its durability; but it will perhaps be remembered that this was reported by me at the time, and a reduction of £3 10s. per ton on the marked price was allowed.

In conclusion I beg to add, that from my own experience in South Australia, and from what I have seen in Victoria, the Western Line (when the contractor has completed the few alterations pointed out by me) will be the most creditable piece of work of the kind yet executed in the three Colonies; and I can no longer delay to certify, that the work has been performed according to contract.

EDWD. CHAS. CRACKNELL.
18/10/59.

Commissioner for
Internal Communication.

Bowenfels, 18 October, 1859.

Sir,

Referring to your communication of the 6th instant, instructing me to proceed with Mr. Cracknell to inspect the Telegraph posts from Emu Plains to Bathurst, and to report as to the timber used, the charring and tarring of the saplings, and generally as to the proper execution of the work, I have now the honor to report as follows, taking *seriatim* the conditions of the specification, so far as they relate to my instructions.

1.—Description of Timber.—To be rough saplings, with the bark removed, of sound hardwood, such as box (not bastard box), iron-bark, stringy-bark, or *swamp oak*.

It is extremely difficult to state accurately of what description of timber a sapling may be when the bark has been stripped from it. Most old bushmen are diffident of expressing a confident opinion, and among those who have least hesitation scarcely any two agree in their identification. As far as my judgment goes, the posts set up between Emu Plains and Mount Victoria consist mainly of stringy-bark, bloodwood, turpentine, and the gum generally known as mountain ash; and I consider that any of these timbers may be properly designated sound hardwood; while I am not aware of any box or iron-bark on the mountain road suitable for the work required.

From Mount Victoria to Bathurst most of the posts seem to me to be yellow gum, with an admixture of stringy-bark whenever that timber is to be procured, either of which woods I consider to be sound and durable. Between Duracks and Bolton's flat, however, it was alleged that some poles of an inferior wood, there called white gum, had been set up; but I did not perceive, upon examination, that any of the poles in that locality were of this description of timber; nor did the flat whence these inferior posts were said to have been taken contain any stumps of sufficient size to match the posts set up. On the whole, I consider that on this section sound hardwood saplings have been *mainly* used for the Telegraph Line, and such as the neighboring settlers are in the habit of selecting to construct buildings or fences for their own use.

Neither box nor iron-bark, of sufficient dimensions, are to be obtained within any reasonable distance of the line.

2.—Dimensions of Posts.—To be 23 feet lengths, not less than 9 inches in diameter at the base and 5 at the top.

In these points the specification has been almost uniformly exceeded. On measuring many of the smaller poles no one was found less than specification, while the majority far outmeasured the dimensions required.

3. Charring and Tarring.—To be thoroughly done over a space of six feet at the base.

Though the charring and tarring have been in general well executed, there are in many parts of the line a few saplings here and there, upon which these operations have not been carried high enough above the ground surface—such posts can and should receive an additional charring and tarring. With respect to the underground portion of the work I can only state that such posts as came under my observation during my journeys up and down the road, were being properly charred from the base upwards.

3a. Distance apart.—To be not more than sixty yards unless by special permission. This condition has been properly carried out.

4.

Not swamp oak.
Ask Mr. Cracknell if he drew Mr. Dawson's attention to this.
B. H. M.

Mr. Dawson's attention was called to this.
E. C.

Mr. Dawson must be asked whether any posts not coming under the description of sound hardwood have been used, and, if so, how many, as they will have to be removed.
B. H. M.

Contractor must be called upon to do this, and Mr. Cracknell must see that it is done.
B. H. M.

The Contractor has been informed, and he has given directions for it to be done. I have also informed Mr. whether to see it done.
E. C.

4. Depth in the ground.—To be five feet. On this point I can only speak from former examinations while the holes were being dug, and my own observation corroborated by that of many others leads me to believe that this condition has been properly fulfilled.

5. Posts to be firmly wedged and imbedded in a perpendicular position.—This has been effected in all cases by digging out the hole to about half the required depth, and then excavating the remainder (with a jumper) to a diameter scarcely greater than that of the pole to be imbedded. This is a good method of firmly imbedding the posts, and taken together with the large diameter of the timber will account for an overplus of excavated soil frequently remaining at the ground surface of the holes, especially where rock or slate has been removed. I consider the posts to be *in general* well imbedded, but there are some cases where the ground has shrunk and cracked at the surface. The line, therefore, should be carefully gone over by the overseer, and such posts should receive extra ramming. I may observe on this head that my inspection took place after several days of high and dry winds, at which time any defective imbedding would be most apparent.

Contractor must be called on to do this, and Mr. Cracknell to see that it is done.
B. H. M.
Mr. Tunks has been called upon to do this, and Morrewether informed to see it done.
E. C.

6. All trees, branches, brush, grass, &c., to be cleared away for a space of 20 feet round each pole.

This operation has been done thoroughly. Between Busses and Weatherboard a great part of the line had just been on fire when I inspected it, the fire being fanned by a furious westerly wind, yet in no instance did any post appear to have been damaged by the flames.

7. The top of each post to be bound at one inch from its extremity with good hoop-iron, not less than one inch wide; the iron binding exceeds the specified width, being from 1 1/8 to 1 1/4 wide.

Taking the line as a whole, I consider the woodwork to be well executed, and that when the supplementary charring, tarring, and ramming, above recommended, shall have been completed, no complaint against the contractor can be reasonably urged. The fixing, binding, and insulating of the wire appeared to me to be well done, as far as the work had proceeded. I have, however, no experience in these matters, and presume that Mr. Cracknell's report will take into consideration all the details connected with this portion of the work, upon the due execution of which he is so much better qualified than myself to speak with assurance.

I have, &c.,
R. B. DAWSON,
S. W. R.

The Commissioner for Internal Communication.

Road Branch,
Department of Internal Communication,
Sydney, 24 October, 1859.

Sir,

I am directed by the Commissioner to transmit the enclosed papers, and to request that you will, at your earliest convenience, reply to the two first marginal remarks in red ink.

I have, &c.,
R. COOPER WALKER,
(pro Secretary.)

R. B. Dawson, Esq.,
Bowenfels.

Bowenfels, 29 October, 1859.

Sir,

I have the honor to acknowledge your communication of the 24th October, No. 59-1165, enclosing copy of my report on the Telegraph Line to Bathurst, and directing me to reply to the two first marginal remarks in red ink.

1. "Not swamp oak. Ask Mr. Cracknell if he drew Mr. Dawson's attention to this?"

Mr. Cracknell told me no swamp oak was to be used. I did not perceive any posts of this description of timber; nor, in fact, could any be obtained, excepting at the points where the line crosses Cox's River.

2. "Mr. Dawson must be asked whether any posts not coming under the description of sound hardwood have been used, and if so, how many, as they will have to be removed?"

Two of the older residents near Meadow Flat expressed to me a suspicion that in that neighborhood some of the posts were composed of a description of timber alleged to be inferior; they were neither of them, however, able to identify positively any particular post, as being of that description, nor could I take upon myself to do so now that the bark has been so long stripped. I have, nevertheless, good reason to think that the line as now set up will, throughout, prove serviceable for twelve or fifteen years, and I should be glad to contract for the renewal of any posts which may become unserviceable through decay within that period, at a very moderate per centage.

I have, &c.,
R. B. DAWSON,
S. W. R.

The Commissioner for
Internal Communication.

MINUTE from Assistant Superintendent to Superintendent, on the completion of the Bathurst Line of Telegraph.

Merrewether has returned from Bathurst and reports the clearing, ramming the posts, replacing the broken insulators, setting some of the angle-posts upright, and the additional clearing to have been satisfactorily completed and according to directions given by me.

E. C. C.

Captain Martindale, R.E.,
&c., &c., &c.

Sir,

I forward you a report of the works that have been completed from Bathurst to Penrith. Everything has been done according to your orders—falling the extra trees, ramming the posts, and replacing the broken insulators; the angle-posts have been set upright and the charring has been completed satisfactorily.

T. MERREWETHER.

E. C. Cracknell, Esq.,
&c., &c., &c.

1859.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY EXPENDITURE.

(BETWEEN THE TERMINUS AT CLEVELAND AND THAT AT PYRMONT.)

Ordered by the Legislative Assembly to be Printed, 21 September, 1859.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 25 March, 1859, That there be laid upon the Table of this House,—

“ (1.) A Return, shewing what amount of public money has
 “ been expended in the present uncompleted continuation of the
 “ Railway, between the present Terminus at Cleveland and
 “ that originally contemplated at Pyrmont, whether in the
 “ cost of work thereon, or in the acquisition of land for the
 “ continued line and intended Terminus; and if the purchase
 “ money of any such land has been reduced, in consideration of
 “ the estimated improvement in value to be conferred on
 “ adjacent property by the proposed Works, specifying the
 “ amount of any such reduction.

“ (2.) Copies of any Petitions or other applications to the
 “ Government, urging the completion of the continued line to
 “ Pyrmont and Terminus, and of any answers thereto.”

SCHEDULE.

NO.	PAGE.
1. A Return of Money expended on Railway between the Terminus at Cleveland and that contemplated at Pymont	3

CORRESPONDENCE RESPECTING THE EXTENSION OF THE RAILWAY
TO PYRMONT.

1. R. Morehead, Esq., to Principal Secretary, requesting to know what time he can receive a Deputation relative to the above matter. 23 November, 1857	4
2. Chairman and Vice-Chairman of the Pymont Bridge Company to Principal Secretary, submitting certain points for consideration on this subject. 23 November, 1857	4
3. Captain Martindale to Secretary for Lands and Public Works, reporting with reference to the above. 28 November, 1857	5
4. Memorial with 140 signatures attached, praying that the Railway may be extended to Pymont, near the Company's Bridge	6
5. Captain Martindale to Secretary for Lands and Public Works, reporting on cost of extending the Railway, as prayed for. 4 December, 1857	7
6. Captain Martindale to Secretary for Lands and Public Works, reporting on the whole question. 25 January, 1858	7
7. Under Secretary for Lands and Public Works to Captain Martindale, conveying the decision of the Executive Council, that they are not at present prepared to recommend the Government to carry out this extension. 20 February, 1858	8
8. Same to Chairman and Vice-Chairman of the Pymont Bridge Company, conveying the above decision. 22 February, 1858	8
9. Same to Memorialists, conveying above decision. 22 February, 1858	8

RAILWAY EXPENDITURE.

A RETURN showing what amount of public money has been expended on the present uncompleted continuation of the Railway between the present Terminus at Cleveland and that originally contemplated at Pymont.

Amount expended in the formation of the Darling Harbour Branch Line, as per the Engineer's certificate, dated December, 1856		35,332 19 1
Estimated value of the Rails thereon		1,200 0 0
Compensation for land and premises taken or severed for the purposes of the Line, viz. :—		
To Anne Malprus	300	
Mary Luckings	500	
Anne Stephens	150	
Benjamin Hanmore	20	
Mary O'Hare	30	
P. M'Grath	300	
William Finnal	70	
James M'Larkin	30	
John Quin	5	
Thomas Austen	50	
Robert Henson	40	
Thomas O'Halloran	40	
J. Donovan	50	
Gabriel Thompson	100	
H. H. Read	100	
Robert Henson	20	1,805 0 0
Amount paid to the Arbitrators employed in the valuation of the Harris Estate		564 12 0
Total amount expended...		£38,902 11 1

To which must be added the amount of compensation awarded to the owners of the Harris Estate, under the arbitration above referred to (and which still remains unpaid), the particulars of which are as follow, viz. :—

Value of lands resumed for Railway purposes, allowance for damage to adjoining land, and forced sale	101,902	
From which deduct increased value to adjacent property by the proposed Terminus at Pymont ...	99,133	2,769 0 0
		£ 41,671 11 1

J. H. BARLOW,
Accountant.

B. H. M.

No. 1.

R. MOREHEAD, ESQ., to THE COLONIAL SECRETARY.

Sydney, 23 November, 1857.

MY DEAR SIR,

The Board of the Pymont Bridge Company are to have a meeting at twelve to-day. An important part of our business will then be the consideration of our position with the Government in relation to the Railway Terminus at Pymont. This being a matter of pressing importance, I take the liberty to ask you if it would suit you to name an hour this afternoon to receive a Deputation* from the Board to confer with you with reference to that subject.

*The Deputation was received at 4 o'clock on the 23rd November.

I have, &c.,

R. MOREHEAD.

THE HONORABLE

THE COLONIAL SECRETARY.

No. 2.

CHAIRMAN AND VICE-CHAIRMAN OF THE PYRMONT BRIDGE COMPANY to THE COLONIAL SECRETARY.

*Pymont Bridge Company's Office,
23 November, 1857.*

SIR,

Referring to the various communications which this Company has had with the Government and the Railway Department, relative to the establishment of a Railway Passenger Terminus at or near the Pymont abutment of the Darling Harbour Bridge, and in particular to a recent conversation on the subject between the Vice-Chairman and yourself, and the Honorable the Treasurer, in the absence of the Honorable the Secretary for Lands and Public Works,—we do ourselves the honor, on behalf of the Company, to submit the following points for the consideration of the Government.

Our Engineer and the Contractor informs us that the above-mentioned Bridge will be completed in the course of next month.

As part of the work undertaken by the Company consists of the construction of a Road from the Pymont abutment of the Bridge to the Darling Harbour Terminus, as originally designed, it is evidently a matter of immediate importance to the Company to be informed of the intention of the Government with respect to that Terminus. Four courses appear to be open relative to it:—

1. The original design of constituting it a mere Goods Terminus may be simply carried out.
2. The Station, or Terminus, may be placed, as originally proposed, but arrangements for Passengers may be superadded.
3. The Passenger Terminus may be brought close up to the abutment of the Bridge, and the Wharves appertaining to the Goods Department may be formed along the deep water frontage extending below the Bridge.
4. The project of a Branch, or Line, to Darling Harbour may be entirely abandoned.

Perhaps, as merely addressing you on behalf of the Pymont Bridge Company, we ought to be content to conclude by asking for such a reply to the present communication as will enable the Board to shape their proceedings so as to conform to the plan the Government may decide upon. Seeing, however, that the question of a more central Railway Terminus, in Sydney, than the wretchedly incommodious one at present in existence, is now under discussion, we trust we shall not be deemed intrusive if we submit some observations relating thereto. We venture the more confidently to do this, because we believe the question to be one of pressing general importance which has been hitherto, to an unaccountable extent, overlooked, and that the plan we seek to direct attention to involves the only Railway outlay practicable in this Colony which will, at once, be attended with a profitable return.

In

In favor, then, of No. 3, (or failing it, of No. 2,) of the preceding possible arrangements, we beg to submit the following propositions :—

The situation indicated adjoins a thickly peopled part of the City,—is fairly entitled to be called Central,—and will become more so, as Sydney extends in its natural direction—that is, towards the interior of the country.

The proposed work will cost a mere fraction of the amount required to form a Terminus in Hyde Park, and will involve much less delay in furnishing the Metropolis with that crying necessity—a convenient access to and from the Southern Railway. Such an accommodation will at once give rise to an increased traffic; for it is well known that the discomforts of Brickfield Hill deter many people from using the Railway.

This arrangement will promote economy and convenience by bringing the Goods and Central Termini together.

The proposal to obtain access to the water by further narrowing Pitt-street—which is already inadequate for the safe accommodation of the existing traffic—a very little consideration will shew to be entirely untenable.

If it is contemplated—as has been hinted—to obliterate the Darling Harbour Branch of the Railway, it ought to be borne in mind that the owners of the Ultimo Estate were charged with between ninety and a hundred thousand pounds for the benefit they were to derive from that Line.

Their land has been taken; and if not paid for to the above extent by the completion of this Branch, it is obvious—on the estimate adopted by those who acted for the Railway—the above amount must be paid in cash to the Messrs. Harris. It is scarcely, however, to be conceived that the idea of abandoning this useful and well chosen Line can be seriously entertained.

In conclusion, we beg to state that the Directors have for some time had it in view to fix the charge to Foot Passengers crossing the Darling Harbour Bridge at one-half the rate the Act of Incorporation authorises, and that the decision to complete the Darling Harbour Terminus will cause them at once to make this charge. This will reduce the charge to a penny, and effect a clear saving of five-pence per trip to the numerous class of persons using the Railway, who will be brought, by the proposed arrangement, within walking distance of a Station.

We have, &c.,

GEO. ALLEN, Chairman.

R. MOREHEAD, Vice-Chairman.

THE HONORABLE

THE COLONIAL SECRETARY.

Referred for the Report of Capt. Martindale.

B. C.

24 November, 1857.

No. 3.

CAPTAIN MARTINDALE to THE SECRETARY FOR LANDS AND PUBLIC WORKS.

Railway Department,

Sydney, 28 November, 1857.

SIR,

In reference to your Minute of the 24th instant on a letter from the Chairman and Vice-Chairman of the Pyrmont Bridge Company, of the 23rd instant, I have the honor to observe that Mr. Moriarty, the Engineer of the Company, had an interview with me this week upon the subject of the above-named letter. I suggested for his consideration, whether it might not be worth the while of the Pyrmont Bridge Company to apply for permission to complete themselves the Darling Harbour Branch to the Bridge, and to enter into arrangements with the Railway Commissioners to work it.

Mr.

Mr. Moriarty has since called upon me, and requested I would furnish him with any plans, or other information in my power, to enable him to submit an estimate for this work to the Directors of the Company.

This I have done with pleasure, and I presume, therefore, it will be now advisable to wait for some further intimation from them.

THE HONORABLE
THE SECRETARY FOR
LANDS AND PUBLIC WORKS.

I have, &c.,
B. H. MARTINDALE,
Chief Commissioner.

No. 4.

To His Excellency the Governor General, and the Honorable the Executive Council of New South Wales.

The Memorial of the undersigned persons interested in the Traffic of the Sydney Railway,—

SHEWETH:—

That your Memorialists sustain great inconvenience from the present position of the Railway Terminus, especially with regard to Passenger Traffic, the communication therewith from the centre of business within the City causing to many of your Memorialists more delay, expense, and fatigue, than the whole subsequent journey to their comparatively distant residences.

That your Petitioners look forward with pleasure to the opening of a new communication with Sydney by the Pyrmont Bridge, as affording an opportunity for establishing a Terminus far more desirable, and this without the necessity of any considerable expense or delay.

With regard to delay, however, your Memorialists beg to represent that this can only be averted by rendering the completion of a new Terminus at the Pyrmont end of the Bridge simultaneous with that of the Bridge itself, and commencing at once with this view the work required, to take advantage of its opening, which may be expected before the close of the present year.

Your Memorialists can only anticipate one objection to a compliance with their wishes, namely, a suggestion of the expediency of first disposing of the proposition for a still more convenient Terminus in Hyde Park, or near the Circular Quay.

Your Memorialists would, however, earnestly represent, that even if this assumed greater improvement be ultimately resolved on, the serious expense and labor which it involves preclude its accomplishment within any such limit of time as would justify the postponement of an intermediate advantage of so comparatively cheap and easy attainment.

Your Memorialists further represent that, irrespectively of the convenience of the persons now using the Railway, it is manifest the suggested improvement would lead to an increase of Railway travelling, and augment the revenue thence arising, while the growing inconveniences attendant on the passage of the whole Metropolitan Traffic through the present solitary line of entrance to the south, render the encouragement of a new mode of access highly expedient.

Your Memorialists therefore pray that means may be at once adopted to prepare and to render available, as soon as the Pyrmont Bridge shall be completed, a Railway Terminus adjacent thereto.

[Here follow 140 signatures.]

Will Captain Martindale have the goodness to report (B.C.) upon the probable cost of a new Terminus at Pyrmont.

T. A. M.
2 December, 1857.

No. 5.

CAPTAIN MARTINDALE to THE SECRETARY FOR LANDS AND PUBLIC WORKS.

*Railway Department,
Sydney, 4 December, 1857.*

SIR,

In accordance with your Minute (B.C.) of 2nd instant, and referring to my letter to you of date the 28th ultimo, I have the honor to state that, although the Engineer-in-Chief has no documents prepared from which any exact estimate can be formed of the cost of extending the Pymont Branch of the Railway to the Pymont Bridge, still he is of opinion that the cost, including temporary booking offices, of a single line of way, but inclusive of land and compensation, and goods arrangement of Wharf, will be about ten thousand pounds (£10,000.)

I have, &c.,

B. H. MARTINDALE.

THE HONORABLE

THE SECRETARY FOR

LANDS AND PUBLIC WORKS.

Before the Government decides upon this application, Captain Martindale should be called upon to report upon the whole question.

B. C. 8 December, 1857.
M. F.

C. C.

7 December.

No. 6.

CAPTAIN MARTINDALE to THE SECRETARY FOR LANDS AND PUBLIC WORKS.

*Railway Department,
Sydney, 25 January, 1858.*

SIR,

In reference to your Minute of the 8th ultimo, on my letter of the 4th ultimo, herewith, with enclosures, returned, I have the honor to report that I cannot recommend the Government to incur the expense of extending the Darling Harbour Branch of the Great Southern Railway to the Pymont Bridge, and of forming a Terminus there.

If, however, the Pymont Bridge Company desire to carry out such an extension, I see no objection to the Company applying to the Legislature next Session for the necessary powers, on the following general conditions:—

1. The entire cost of the extension, including purchase of land, station buildings, and all other works, to be borne by the Company, and the extensions to be their property.
2. The extension to be constructed to the satisfaction of the Commissioners, or their Engineer-in-Chief.
3. The line to be worked by the Railway Commissioners (under powers to be taken in the Bill) on the following general terms, viz.:—

The working expenses to be first paid out of the receipts upon the branch.

The charge for transit, and all matters connected with the working of the line, to be regulated by the Railway Commissioners.

In case the receipts exceed the working expenses, the balance to be divided proportionately between the Commissioners and the Company, according to the length of line constructed by each.

The Government to have the power of purchasing the extension at 10 per cent. increase upon the original cost, at any time after seven years, dating from the completion of the same.

All articles intended for the Public Service, or for Railway purposes, while the Railways remain the property of the Public, to be landed, free of wharfage dues, at any jetty or wharf belonging to the Company, and permitted to pass free of charge to the Railway.

I have, &c.,

B. H. MARTINDALE,

Chief Commissioner.

THE HONORABLE

THE SECRETARY FOR

LANDS AND PUBLIC WORKS.

No. 7.

THE UNDER SECRETARY FOR LANDS AND PUBLIC WORKS to CAPTAIN MARTINDALE.

*Department of Land and Public Works,
Sydney, 20 February, 1858.*

SIR,

Referring to your letter of the 25th ultimo, respecting the proposed extension of the Darling Harbour Branch of the Great Southern Railway to the Pyrmont Bridge, I am directed by the Secretary for Lands and Public Works to inform you, that the matter having been laid before the Executive Council, the Council, upon a full consideration of all the bearings of the question, are not at present prepared to recommend the Government to carry out the extension proposed.

I have, &c.,

MICL. FITZPATRICK.

THE CHIEF COMMISSIONER OF RAILWAYS.

No. 8.

THE UNDER SECRETARY FOR LANDS AND PUBLIC WORKS to THE CHAIRMAN AND VICE CHAIRMAN, PYRMONT BRIDGE COMPANY.

*Department of Land and Public Works,
Sydney, 22 February, 1858.*

GENTLEMEN,

With reference to your letter of the 23rd November last, addressed to the Honorable the Colonial Secretary, submitting suggestions for the extension of the Darling Harbour Branch of the Great Southern Railway to the Pyrmont Bridge, and the establishment of a Railway Passenger Terminus at or near the Pyrmont abutment of the Bridge in question, I am directed by the Secretary for Lands and Public Works to inform you that the matter having been laid before the Executive Council, the Council, upon a full consideration of all the bearings of the question, are not at present prepared to recommend the Government to carry out the extension proposed.

I have, &c.,

MICL. FITZPATRICK.

THE CHAIRMAN AND VICE CHAIRMAN,
Pyrmont Bridge Company.

No. 9.

THE UNDER SECRETARY FOR LANDS AND PUBLIC WORKS to MEMORIALISTS.

*Department of Land and Public Works,
Sydney, 22 February, 1858.*

GENTLEMEN,

With reference to a Memorial presented to His Excellency the Governor General in December last, by certain persons interested in the traffic of the Sydney Railway, praying for the extension of that Railway to the Pyrmont Bridge, and the establishment in its vicinity of a Passenger Terminus, I am directed by the Secretary for Lands and Public Works to inform you that the matter having been laid before the Executive Council, the Council, upon a full consideration of all the bearings of the question, are not at present prepared to recommend the Government to undertake the extension prayed for.

I have, &c.,

MICL. FITZPATRICK.

HENRY CORY, Esquire, JOHN DUNSMURE, Esquire,
and the other Gentlemen signing the Memorial.

1859.

Legislative Assembly.

NEW SOUTH WALES.

PITT STREET TRAMWAY BILL.

(PETITION OF CERTAIN PROPRIETORS, &c., OF PITT STREET.)

Ordered by the Legislative Assembly to be Printed, 23 September, 1859.

The Honorable the Legislative Assembly.

The humble Petition of the Proprietors of Property, Householders, and others,
residing in Pitt-street, and adjoining streets, Sydney,—

RESPECTFULLY SHEWETH:—

That they have long felt the great inconvenience of the Railway Terminus being so far distant from the business part of the Town, and also experienced great loss from the high rates of cartage and damage to goods from frequent removals.

We, the undersigned Petitioners, seeing that a Bill to authorize the making a Tram-road, down Pitt-street from the present Railway Terminus to the Circular Quay, has been laid before your Honorable House to remedy this present great inconvenience and loss, respectfully request that you will be pleased to pass the same into a law.

*
And your Petitioners will ever pray.

[Here follow 321 signatures.]

Sydney : Thomas Richards, Government Printer.—1859.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

PITT-STREET TRAMWAY BILL.

REPORT FROM THE SELECT COMMITTEE

ON THE

PITT-STREET TRAMWAY BILL;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,

25 May, 1860.

SYDNEY :

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1860.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 18. THURSDAY, 29 SEPTEMBER, 1859.

8. Pitt-street Tramway Bill:—Mr. Robertson moved, That this Bill be “now read a second time.”
Debate ensued.
Mr. Samuel moved, That the Question be amended by the omission of the words “now read a second time,” with a view to the insertion in their place of the words “referred for the consideration and report of a Select Committee, consisting of Mr. Atkinson, Mr. Black, Mr. Elliott, Mr. Jones, Mr. Broughton, Mr. Morris, Mr. Nott, Mr. Robertson, Mr. Hay, and the Mover,”—
Debate continued.
Question,—That the words proposed to be omitted stand part of the Question,—put and negatived.
Question,—That the words proposed to be inserted in place of the words omitted, be so inserted,—put and passed;—
Whereupon Question,—That this Bill be referred for the consideration and report of a Select Committee, consisting of Mr. Atkinson, Mr. Black,* Mr. Elliott, Mr. Jones,† Mr. Broughton, Mr. Morris, Mr. Nott, Mr. Robertson,‡ Mr. Hay, and the Mover,||—put and passed.

* Seat declared vacant, 26 October, 1859.
† Seat declared vacant, 10 April, 1860.
‡ Seat declared vacant, 8 March, 1860.
§ Seat declared vacant, 26 October, 1860.

VOTES No. 21. WEDNESDAY, 5 OCTOBER, 1859.

7. Pitt-street Tramway:—Mr. Samuel moved, without previous notice, That there be laid upon the Table of this House,—
(1.) Copies of all Plans, Sections, and Estimates, which may have been made, under the authority of the Railway Department, of the proposed extension of the Great Southern Railway from the Terminus at Redfern to Hyde Park.
(2.) Copies of all Plans, Sections, and Estimates of the proposed Tramway from the Great Southern Railway Terminus at Redfern to the Circular Quay, and of any other Lines which may have been surveyed for the purpose of extending the said Railway through the City of Sydney.
Question put and passed.

VOTES No. 28. TUESDAY, 18 OCTOBER, 1859.

19. Pitt-street Tramway:—Mr. Robertson laid upon the Table certain Plans of Railway Extension into the City of Sydney.
Referred to the Select Committee on the Pitt-street Tramway Bill.

VOTES No. 38. WEDNESDAY, 7 DECEMBER, 1859.

13. Pitt-street Tramway Bill:—Mr. Samuel moved, pursuant to notice, That Mr. Samuel and Mr. Gordon be added to the Pitt-street Tramway Committee.
Question put and passed.

VOTES No. 102. FRIDAY, 25 MAY, 1860.

2. Pitt-street Tramway Bill:—Mr. Broughton, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee, for whose consideration and report this Bill was referred on the 29th September last.
Ordered to be printed.

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1859-60.

PITT-STREET TRAMWAY BILL.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, for whose consideration and report was referred, on the 29th September, 1859, the "*Pitt-street Tramway Bill*," and to whom were also referred, on the 18th October following, "*Certain Plans of Railway Extension into the City of Sydney*," have agreed to the following Report:—

Your Committee have considered the Bill referred to them by your Honorable House, and have examined thereupon Captain Ben Hay Martindale, R. E., Commissioner of Railways; John Whitton, Esq., Chief Engineer of Railways; Edward Bell, Esq., M. Inst. C. E., City Engineer; together with certain witnesses, owners of property in Pitt-street.

Your Committee are of opinion that the construction of a Tramway to the Semi-Circular Quay would lessen the cost of conveying railway stock and goods to and from the present Railway Terminus, and that it would also facilitate the passenger traffic.

That Pitt-street is the most direct line from the Railway Terminus to the Circular Quay, and passes through the very heart of the city. It is, however, the narrowest of any thoroughfare approaching the Semi-Circular Quay, and contains a greater amount of Municipal property than any other street in the city, amounting, it would appear by the evidence before us, to upwards of £100,000; and Mr. Bell states that the interests of the Sydney Municipal Council will be injuriously affected by the formation of the proposed Tramway, and urges objections which he conceives to be of so formidable a character as to be insuperable.

In this opinion your Committee do not coincide, but consider that there are no difficulties which may not be overcome by proper arrangements; and recognizing the importance of affording, within the city, additional facilities for Railway traffic, your Committee recommend that this experiment should be fairly and fully tried. With this view, and considering the improbability of passing an amended Bill during the present Session, your Committee recommend,—

1. That a new Bill, to authorize the construction of a Tramway along Pitt-street, be brought before Parliament, when assembled, after the approaching recess.
2. That the Clauses of such measure, as indeed of any enactment for the introduction of Rail or Tram ways within the boundaries of the city, be drawn in conformity with the following principles :—
 - (1.) That instead of taking the full powers under the Railways Act of 1858, such powers only should be sought as are necessary to enable the Railway Commissioner to maintain the Tramway and to provide for its effectual working.
 - (2.) That the rails shall be laid at the same level as the surface of the street, and that no alteration shall take place in the permanent levels except by mutual agreement of the Railway and Municipal authorities.
 - (3.) That the Commissioner of Railways repair all damage done in the execution of the works, and keep the metal of the roadway between the rails and for one foot on each of the outsides of them level with the surface in perfect order and repair.
 - (4.) That in working the line the Commissioner be limited to the use of horse traction.

*Legislative Assembly Chamber,
Sydney, 23 May, 1860.*

THOMAS BROUGHTON,
Chairman.

PROCEEDINGS OF THE COMMITTEE.

WEDNESDAY, 5 OCTOBER, 1859.

MEMBERS PRESENT :—

Mr. Samuel,	|	Mr. Hay,
Mr. Elliott,		Mr. Atkinson,
Mr. Broughton.		

S. Samuel, Esq., called to the Chair.

The Committee deliberated as to the best course to be pursued in carrying out their inquiry, and decided firstly,—That the inquiry should be confined as closely as possible to the Bill now before them; and secondly,—That evidence should be taken in reference to its details without delay.

Motion made (*Mr. Hay*) and *Question*,—That the Chairman do move in the House, by leave, this day, the following order (*without notice*), viz. :—

That there be laid upon the Table of this House,—

(1.) Copies of all Plans, Sections, and Estimates, which may have been made, under the authority of the Railway Department, of the proposed extension of the Great Southern Railway from the Terminus at Redfern to Hyde Park.

(2.) Copies of all Plans, Sections, and Estimates of the proposed Tramway from the Great Southern Railway Terminus at Redfern to the Circular Quay, and of any other Lines which may have been surveyed for the purpose of extending the said Railway through the City of Sydney—*agreed to*.

[Committee adjourned till Tuesday, 11th instant, at 11½ o'clock.]

TUESDAY, 11 OCTOBER, 1859.

MEMBERS PRESENT :—

S. Samuel, Esq., in the Chair.

Mr. Atkinson,	|	Mr. Elliott,
Mr. Morris,		Mr. Black,
Mr. Nott.		

Captain B. H. Martindale, *R.E., Commissioner of Railways*, called in and examined.

John Whitton, Esq., *M. Inst. C.E., Engineer-in-Chief*, called in and examined.

Committee deliberated, and

[Adjourned till Friday, 14th instant, at 10 o'clock.]

FRIDAY, 14 OCTOBER, 1859.

The meeting, called for this day, by order of the Chairman, postponed until Wednesday, 19th instant, at 10 o'clock.

WEDNESDAY, 19 OCTOBER, 1859.

MEMBERS PRESENT :—

S. Samuel, Esq., in the Chair.

Mr. Nott,	|	Mr. Elliott,
Mr. Atkinson,		Mr. Morris,
Mr. Broughton.		

Certain plans of Railway Extensions into the City of Sydney, referred, by the House, to the Committee, on the 18th instant, produced and laid before Committee.

E. Bell, Esq., *M. Inst. C.E., City Engineer*, called in and examined.

The Chairman produced a letter from Mr. E. Teillard, Pitt-street, volunteering Evidence on the subject under consideration.

Direction given for summoning Mr. Teillard, as a witness, at the next sitting.

[Committee adjourned till Tuesday, 25th instant, at 10 o'clock.]

TUESDAY, 25 OCTOBER, 1859.

MEMBERS PRESENT :—

S. Samuel, Esq., in the Chair.

Mr. Jones,	|	Mr. Elliott,
Mr. Hay,		Mr. Black.

E. Teillard, Esq., called in and examined.

[Committee adjourned.]

THURSDAY,

THURSDAY, 22 DECEMBER, 1859.

MEMBER PRESENT:—

Mr. Samuel.

There not being a Quorum present, no meeting of the Committee was held this day.

TUESDAY, 24 JANUARY, 1860.

MEMBERS PRESENT:—

Mr. Samuel, | Mr. Morris,
Mr. Atkinson.

The former Chairman (*Mr. Samuel*) having, by reason of his acceptance of office as Colonial Treasurer, vacated his seat in the House—

T. Broughton, Esq., called to the Chair.

Mr. Broughton not being present,—

[Committee adjourned.]

THURSDAY, 16 FEBRUARY, 1860.

MEMBERS PRESENT:—

T. Broughton, Esq., in the Chair.

Mr. Morris, | Mr. Atkinson.

Mr. S. Hebblewhite called in and examined.

Mr. A. Foss called in and examined.

Committee deliberated as to the steps to be next taken in their inquiry, and
Resolved:—

“ That the Chairman draw up the heads of a Report, for consideration at the
“ next meeting.”

[Committee adjourned.]

THURSDAY, 12 APRIL, 1860.

In consequence of the adjournment of the House from the 11th to the 13th instant, the meeting called for this day lapsed.

TUESDAY, 24 APRIL, 1860.

MEMBERS PRESENT:—

Mr. Broughton, | Mr. Hay,
Mr. Samuel.

The Chairman not taking the Chair within one hour of the time (12 o'clock) appointed for the meeting of the Committee to-day, such meeting lapsed.

FRIDAY, 27 APRIL, 1860.

MEMBERS PRESENT:—

None.

In the absence of a Quorum, no meeting of the Committee was held this day.

FRIDAY, 4 MAY, 1860.

MEMBERS PRESENT:—

T. Broughton, Esq., in the Chair.

Mr. Hay, | Mr. Morris,
Mr. Samuel.

The Chairman submitted his views in reference to contents of Report.
Committee deliberated.

[Adjourned.]

WEDNESDAY,

WEDNESDAY, 23 MAY, 1860.

MEMBERS PRESENT :—

T. Broughton, Esq., in the Chair.

Mr. Atkinson, | Mr. Hay,
Mr. Samuel.

Committee met pursuant to summons.

The Chairman laid before Committee a Draft Report.

Committee deliberated,—and Draft *verbally* amended.

Proposed Report read.

Motion made (*Mr. Hay*) and *Question* proposed,—That the Report, as read, be the Report of this Committee.

Amendment proposed (*Mr. Samuel*),—That the *Question* be amended by the omission of all the words after the word “That,” with the view of inserting an Amendment, as follows :—
“In lieu of certain recommendations of a contrary nature in the proposed report, the following paragraph be inserted, viz : That whilst your Committee consider a Tramway from the Terminus, at Redfern, to the Circular Quay, would facilitate the traffic by the Railway, and is therefore desirable, they cannot recommend that it should be carried along Pitt-street, that street being too narrow, and barely sufficient for the ordinary traffic, which a Tramway is calculated to obstruct.”

Question—That the words proposed to be omitted stand part of the *Question*—*put*.
Committee divided.

Ayes, 2.	No, 1.
Mr. Atkinson,	Mr. Samuel.
Mr. Hay.	

Amendment negatived.

Original Question—That the Report, as read, be the Report of the Committee—*put*.
Committee divided.

Ayes, 2.	No, 1.
Mr. Atkinson,	Mr. Samuel.
Mr. Hay.	

Report agreed to.

Chairman requested to report to the House.

LIST OF WITNESSES.

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1859.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

PITT-STREET TRAMWAY BILL.

TUESDAY, 11 OCTOBER, 1859.

Present :—

Mr. ATKINSON,
Mr. BLACK,
Mr. ELLIOTT,

Mr. MORRIS,
Mr. NOTT,
Mr. SAMUEL.

SAUL SAMUEL, ESQ., IN THE CHAIR.

Captain Ben Hay Martindale, R.E., Commissioner of Railways, called in and examined :—

1. *By the Chairman* : You are aware that the Bill to authorise the construction of a tramway from Redfern to the Circular Quay, along Pitt-street, has been referred to this Committee? I am.
2. You are desirous of having this tramway constructed? I think it would be a convenience to the public.
3. Will you be kind enough to state what in your opinion will be the advantages that will arise from its construction? The advantages that would arise from its construction, to passengers, would be the substitution of commodious public carriages for very inconvenient ones, and the power of getting to and from the station at Redfern at cheaper rates than at present; and, as regards goods, the power of conveying them between Redfern and the Circular Quay at cheaper rates than at present.
4. Do you propose to use upon this tramway the same carriages and trucks as are at present in use upon the Great Southern Railway? Not the same carriages, but the same trucks.
5. The passengers would still have to change carriages at the station as at present? Yes.
6. From the carriages that ran on the tramway to those that ran on the line? Yes; but if I found that the public were desirous of taking their places at once in the carriages by which they were to travel on the railway, I should endeavor to arrange for that.
7. How many carriages do you propose to have in a train on this tramway? I only propose to have one to accommodate from forty to sixty passengers.
8. How do you propose to run the trucks? Singly, but that would depend on the weight.
9. How do you propose to lay the rails? To sink them into the centre of the roadway to a level with the surface.
10. Can you tell the Committee the width of the opening of the groove for the flange of the wheel? No groove will be required; the flange will keep itself clear, that is, it will form for itself a groove of about an inch and a half in width, alongside the rail.
11. Will it not be necessary to keep that groove open in some way? No, the flange will keep itself clear.
12. What kind of rails do you intend to lay down? Barlow's rails; because we have them on the spot. The flange will run along on the inside of each rail, and clear a way for itself.

Captain B. H. Martindale, R.E.
11 Oct., 1859.

- Captain B. H. Martindale, R.E.
 11 Oct., 1859.
13. *By Mr. Black*: Have you seen such tramways in operation in large cities? I have not.
14. You have no doubt it will keep itself clear? I have no doubt of it.
15. *By the Chairman*: Do you not think such a tramway would present all the disadvantages of a common road if the wheel had to make a way for itself? I do not think so.
16. Where do you propose to have the terminus of the tramway? On the Circular Quay, in the yard of the present Ordnance stores.
17. *By Mr. Atkinson*: Will that be sufficiently commodious? It is proposed, if the public convenience should require it, to extend the tramway round the Circular Quay, either to the woolshed or beyond it, as necessity arises.
18. *By the Chairman*: Do you propose to have any other stations along the streets for goods? No.
19. It has been stated that it is proposed to convey the goods traffic early in the morning and late in the evening—is that so? That is the intention.
20. Will you be kind enough to state why? With the view of interfering as little as possible with the existing traffic.
21. Do you not think that the necessity of continual approach to the large water main and the sewer, which both run down the centre of Pitt-street, will obstruct your line? I do not see why it should, any more than it would obstruct the ordinary traffic.
22. The ordinary traffic can get out of the way of any openings that may be made in the street for these purposes, but your carriages could not do so? The rails could always be propped up from below. There ought not to be any obstruction.
23. Not while the rails were out of place? They need not be taken out of place; they could be supported from below.
24. That would cause additional expense to the city authorities, would it not? I do not see why. Trains are run over railway bridges while repairs are in progress, which is a much more difficult matter.
25. Can you inform me what is the width of the carriage way in Pitt-street? Not accurately; I think it is about thirty-five feet between the pavements.
26. *By Mr. Black*: I suppose the width of the street varies? It varies a good deal.
27. *By the Chairman*: What will be the gauge of the tramway? Four feet eight and a-half inches.
28. What will be the extreme width of the carriages and trucks? About seven feet.
29. *By Mr. Morris*: That will be the only portion of the street that will be taken up? Yes; and that will be only taken up while the carriages are actually passing; not permanently taken up.
30. *By the Chairman*: It is proposed that the carriages used on this tramway shall be drawn by horses? Yes.
31. You are aware that no provision is made in the Bill to prevent the use of locomotives on this line? I am.
32. *By Mr. Black*: Do you see any serious objection to the use of locomotives? Not in the early morning; on the contrary, I think a small locomotive might be a great advantage for taking down goods at that time.
33. I presume you are aware they do run on the streets in some cases in America? Yes.
34. *By the Chairman*: Would not the gradients prevent a locomotive running in Pitt-street? No; but it would run with greatly reduced effect.
35. *By Mr. Black*: I presume that, unless the traffic becomes very much larger than it is likely to be for some time, horse power will be preferable? I would not desire to run locomotives down Pitt-street, under any circumstances, during the busy part of the day; because the street is so narrow, and the risk of persons becoming frightened would be great.
36. *By Mr. Atkinson*: What do you call the busy part of the day? Between nine o'clock and five.
37. *By the Chairman*: Do you not think that even the proposed mode of propulsion by horses would interfere with the ordinary traffic? No; I do not think it would interfere with it nearly as much as the cabstand opposite the Oriental Bank.
38. *By Mr. Atkinson*: Have you considered the extra rates to be charged for passenger and goods traffic on this tramway? I think for passengers three-pence would be the outside rate, and for goods, without pledging myself, one shilling a ton.
39. *By the Chairman*: Do you think that would be any saving to the majority of the public? I do.
40. Would not many of them, whose stores are not near the Circular Quay, still have to pay the carriage from them to the terminus at the Circular Quay, in the same way as they do at present to Redfern? No doubt, but not the same price.
41. Are you aware what is the lowest rate carters charge from any part of the city to the Circular Quay? I am not.
42. Do you propose that the Government shall provide horses or let out the drawing of these trains? Probably the Government would contract for the haulage.
43. The horsing does not form part of your estimate for the cost of construction and rolling stock? No.
44. *By Mr. Atkinson*: What is the estimated cost of the line? £6,000, including the store in the Ordnance yard.
45. Does that include the rolling stock? No; the estimate for rolling stock is £1,500, making a total of £7,500.
46. How do you propose to lay the rails—on what principle? Simply to lay them in the macadamized road and tie them together with iron rods, at intervals of nine or ten feet. Their own weight will keep them in place.
47. Do you propose to keep the centre of the street, between the rails, in order, so as not to

to entail any expense on the Corporation? I propose that we should keep the rails themselves in order, but not the street. Any damage to the street by the railway traffic would be very small; and it might lead to a clashing of authority if the Commissioner kept one part of the street in repair and the Corporation the other.

Captain B.H.
Martindale,
R.E.

11 Oct., 1850.

48. *By Mr. Black*: Have you taken into consideration the advisability of having sleepers laid longitudinally under the rails? I have discussed that point with Mr. Whitton; but the conclusion arrived at is, that it is not necessary to have any sleepers, and that the rail merely laid in the roadway, with iron guage rods will be sufficient. It may be as well to mention that if we had a lighter rail, or a grooved rail, on the spot we should use it in preference; but as we have the Barlow rails, and as the whole matter is an experiment only, we propose using them.
49. *By Mr. Atkinson*: What is the distance from the proposed terminus at the Circular Quay to the Railway Station at Redfern? Nearly two miles.
50. Would not the rate of one shilling a ton be rather extravagant for that distance? A shilling a ton would be the outside rate.
51. *By the Chairman*: At present you have an arrangement for receiving goods from merchants' stores and carting them to the railway? We have.
52. What is the nature of that arrangement? That any merchant sending notice to the traffic manager, or to the Railway Department, can have his goods sent for and taken to the station at a fixed rate.
53. What is that rate? Four shillings a ton.
54. By dray? Yes.
55. Is it proposed to do away with that arrangement? No.
56. Do you propose to alter the gradients of Pitt-street at all? Not without the consent of the Corporation.
57. Do you not think it would be rather unfair to the citizens to cast the whole charge of keeping the centre of this line in repair on them? I think not. A street or road is cut up far more by wheels than by the feet of horses; but with the tramway the wheels of the carriages and trucks could not cut up the street at all. At present the railway has a heavy traffic passing along Pitt-street, for which it pays no special rate; and I see no reason why it should pay a special rate after the formation of the tramway, which it would do were it to maintain part of the street in repair.
58. As you propose to have no inner guard, as it were, to prevent the earth from falling against the rail, so as to keep the way open for the wheel, do you not think the traction will be very difficult indeed? I do not think so.
59. You think there would not be sufficient resistance to make it as heavy as an ordinary road? No. If ever it should be found necessary, we could easily make an arrangement for a permanent groove.
60. Do you not think a permanent groove would be preferable? I discussed the point with the engineer-in-chief, and it was considered unnecessary.
61. Do you think the hours you mentioned, between daylight in the morning and nine o'clock, and after dark in the evening, will be sufficient for the requirements of the goods traffic? If they are not we shall have to take some of it during the day.
62. *By Mr. Black*: Is it intended, with this tramway, besides conveying goods and passengers between the two points at Redfern and the Circular Quay, to also convey goods and passengers between the different intermediate points along the line? Passengers, but not goods.
63. *By the Chairman*: How do you propose to take up passengers and put them down? The proposal was to stop before crossing each main street. It was quite a matter of detail. The rate of travelling would not exceed six miles an hour, and breaks similar to railway breaks could be used.
64. So as to stop the carriage at once? Yes.
65. Do you think there would be any danger of collision from these carriages not being able to leave the centre of the road in case of meeting or having to pass other vehicles? I do not.
66. The street is very narrow, and it is possible I imagine that a vehicle may be driven suddenly on to the centre of the line just as the train may be coming—do you not think there would be any danger then? I should prefer a wider street, but I do not apprehend collision.
67. *By Mr. Elliott*: Why has Pitt-street been selected? As the most favorable line.
68. *By the Chairman*: Have you considered at all the desirability of extending the present line of railway for locomotives into the city, and placing the terminus in a more central position? I have.
69. Have any plans or surveys been prepared for that purpose? There was a plan prepared I believe before I came into the colony, shewing the continuation of the Railway to Hyde Park.
70. On what particular portion of the park was it proposed to place the terminus? Close by the end of Market-street.
71. Did that line present any great engineering difficulties? No.
72. Were any specifications or estimates prepared? I believe not.
73. What is your opinion of that site as a desirable one for a terminus? It would be a convenient site for passengers, but it is open to the objection of intruding upon Hyde Park; and the formation of the line from Redfern to the Park, with the purchase of the ground and the erection of the necessary stations, would cost a large sum of money.
74. Have any other sites been proposed for a terminus in the city? I believe the site originally proposed—I am merely speaking from hearsay—was in the Haymarket.
75. Are these the only two places you are aware of? I am not aware of any other having been proposed, except Darling Harbor.

- Captain B. H. Martindale, R.E.
 11 Oct., 1859.
76. Would the site at the Haymarket present any greater advantages than the present terminus at Redfern? It is rather nearer the commerce of the city.
77. It would not have the effect that you expect from the tramway down Pitt-street? No; the object is to connect the harbour with the railway.
78. *By Mr. Atkinson*: Have any surveys or sections of any other street than Pitt-street been made? No; because all the other streets are higher up the hill, and plainly you must ascend and descend more than would be necessary in Pitt-street.
79. *By Mr. Morris*: There is less traffic in Elizabeth-street? Yes, but it is much higher up the hill, and therefore open to the objection I have just stated.
80. *By Mr. Black*: Would that circumstance involve much more labor in the formation of the tramway? I do not know that the labor would be much greater, but the line would not be so straight by any means; and the fall from the street to the Circular Quay is much greater.
81. *By the Chairman*: Is the cost of the rails and the rolling stock included in the estimate you have mentioned, £7,500? Yes.
82. *By Mr. Atkinson*: That is the total cost? That is the total cost.
83. *By Mr. Black*: Exclusive of horses? Yes; the cost of horses would be part of the working expenses.
84. *By the Chairman*: You do not propose to bring up more than one truck at a time with goods? No; depending on the weight.
85. *By Mr. Black*: I suppose that if one truck was found to be sufficient for the conveyance of goods, very likely one carriage, of the description you have mentioned, would be sufficient for the conveyance of passengers? As soon as it was found that more were required, more could be put on; but it is not at present proposed to run more than one carriage at a time.
86. *By Mr. Nott*: What number of horses would be employed to each? At present we propose three.
87. *By Mr. Elliott*: Have you heard it stated that it would be a better plan to bring the line up George-street, crossing over into York-street through the vacant ground near the Cathedral, and make the terminus in Wynyard-square? I have never, till now, heard of such a proposal. The object I have always had in my mind is to connect the harbor with the railway.
88. *By the Chairman*: Have you seen the flat iron tramways, for ordinary wheels, at Walker's Wharf and Macnamara's Wharf? I have not.
89. Is there any other information you could afford the Committee, or any observation you wish to make? I may state generally, that, without binding the Commissioner, the object is to ascertain and provide, as far as practicable, for the convenience of the public; and it is not desirable to fetter the Commissioner too closely in matters of detail.

John Whitton, Esquire, called in and examined:—

- J. Whitton, Esq.
 11 Oct., 1859.
90. *By the Chairman*: You are Chief Engineer of Railways in this Colony? I am.
91. Would you be kind enough to favor the Committee with your opinion on the desirability of constructing a tramway from the terminus of the railway at Redfern, along Pitt-street, to the Circular Quay? I do not see any engineering objection to the construction of the proposed tramway.
92. Do you think it will interfere with the ordinary traffic of the street in any way? I do not think it would, although the street is certainly narrow.
93. Do you not think that from the circumstance of the carriages running in the centre of the street, unable to move either to the right or left, collisions might take place when they were met by other vehicles? I think not; the other vehicles could move either to the right or left as might be necessary.
94. You think then there will be ample room for the ordinary traffic of the street? I think there will be room enough; there will be sixteen feet on each side of the tramway. The total width of the street is thirty-seven feet as an average, between the kerb stones.
95. What is the intended gauge of the tramway? It will be 4 feet 8½ inches inside the rails, and outside about 5 feet 2 inches; and the total width of the street being thirty-seven feet, will leave sixteen feet on each side.
96. What would be the extreme width of the carriages and trucks? About seven feet.
97. They would encroach on the street beyond the tramway then? The carriages would, the trucks would only do so very slightly.
98. It has been stated to the Committee by Captain Martindale that you propose to use Barlow's rail, which is to be sunk into the roadway until it is level with the surface, and that the centre of the road will be filled in, no groove being left for the flange of the wheel? The flange of the wheel only requires a groove of an inch and a quarter in depth, and will always make its own groove. I do not think it necessary to leave a groove, in fact, it would be rather an objection, as the wheels of ordinary vehicles might get into it.
99. Do you think there would be less resistance on a tramway thus constructed than on an ordinary road? No doubt of it.
100. What is the steepest gradient in Pitt-street? One in twenty.
101. What quantity of goods is it proposed to carry on the trucks at one time? Four or five tons; that is about the ordinary loading. We never load the trucks to more than five tons, or, including the weight of the truck, seven to seven and a-half tons.
102. Captain Martindale has stated that only one truck will be used at a time? One truck at a time would be as much as two horses would be able to take up the incline of one in twenty; but on any other part of the tramway they would take more.

103. You feel satisfied this tramway will not interfere with the ordinary traffic of the street? I do not think it will interfere much with it; I do not see why it should. No doubt if the street were wider it would be better. J. Whitton,
Esq.
104. Are you aware that one of the principal water-mains runs up the centre of Pitt-street? I am not aware of it; but even assuming that it does, I do not see that that is any great objection. 11 Oct., 1859.
105. Do you not think the necessity of continual approach to it would obstruct the traffic on the tramway? I think not. The tramway could be easily carried on timber for any reasonable distance—fifteen, twenty, or thirty feet, or longer, if necessary—by putting proper supports under it.
106. The main being beneath the centre of the tramway, would not the transit of goods be interrupted whenever the main required repair? I think the repairs of the main might be effected without interfering with the traffic on the tramway. No doubt they might be made in such a way as would interfere with it.
107. *By Mr. Black:* Supposing extensive repairs of this main pipe were going on, how would it be possible for the horses employed to draw the trucks or carriages on the tramway to do their work, when the ground would be taken from under them? Of course, if you cut away the ground for any long distance it would obstruct the traffic; but I am assuming that only a small piece at a time will be broken up.
108. Supposing the main were uncovered for a length of fifty feet at a time, what possible means could there be of conveying the traffic along the tramway? The horses might travel on timber planking put in for the purpose. I do not think there need be any difficulty. I do not see that there would be any greater interruption than there is to the ordinary traffic now under similar circumstances.
109. Probably the horses might be attached to the trucks in such a manner as to work outside the tramway while repairs to the water-main were being effected? They might be, or even a diversion of the line might be made at any spot where extensive repairs were required.
110. *By the Chairman:* Would it be possible for a locomotive to work up Pitt-street? Not unless one were made for the purpose.
111. Do you not think it would be desirable to make special provision in the Tramway Bill to prevent locomotives being used? It might be as well to do so; but ordinary locomotives could not possibly run on the present gradients and curves.
112. The gradients might be altered? Not without altering the general level of the adjoining streets. I do not think it would be advisable to have locomotives passing in Pitt-street, as such a course would be open to many serious objections in crowded thoroughfares.
113. *By Mr. Black:* What do you think the principal objections to their employment? They would be likely to interfere with the general traffic in the street, from horses becoming frightened.
114. Then in your opinion the use of locomotives is decidedly objectionable on various grounds? I think it is objectionable; but I am not aware that it has been contemplated.
115. *By the Chairman:* Have you considered the question of bringing the Railway Terminus itself into the city, independently of this tramway to the Circular Quay? In 1857, shortly after my arrival here, I prepared a section of a line from the present terminus to Hyde Park; I think that line should be carried out, and I have no doubt it ultimately will be carried out. The terminus—which is very inconvenient in its present position—would then be placed in the centre of the town. (*The witness produced a plan of the proposed line to Hyde Park.*)
116. Does that proposed line present any great engineering difficulties? None whatever.
117. You think that would be even more central than the proposed terminus at the Circular Quay? It would be more convenient, and certainly better than the proposed tramway, because it would bring all the passenger traffic to Hyde Park, while the other would only bring a fraction of it. A terminus at Hyde Park would be convenient for the whole city.
118. *By Mr. Atkinson:* It would not be so convenient for the goods traffic as the Circular Quay? No; but I do not see why both should not be carried out.
119. *By the Chairman:* It is proposed at present, that passengers shall change from the carriages on the tramway to the present railway carriages at Redfern? Yes.
120. Do you imagine that passengers who happen to be in George-street will not go to the Railway Station by the present omnibuses, in preference to coming into Pitt-street, to go by the carriages on the tramway? I think if comfortable omnibuses were provided, passengers would get into one that might happen to be passing, in preference to waiting for the tramway carriages; but the accommodation in the omnibuses at present in use is very bad.
121. There is a very large traffic in Pitt-street, consisting of the carriages of ladies visiting the different drapers' shops—do you think this tramway would interfere with that traffic at all? I do not think it would.
122. Has any specification or any estimate ever been prepared of the cost of the line you proposed to the terminus in Hyde Park? No detailed estimate was made; but I made a rough estimate, in the beginning of 1857, for a double line into Hyde Park, including passenger station, amounting to about sixty thousand pounds.
123. Exclusive of the purchase of land? Yes. The only land to be purchased would be from Hay-street to Liverpool-street. I believe the land in the paddock near Carter's Barracks belongs to the Government. The line shown on the plan was laid down so far east of Elizabeth-street, in consequence of there being a piece of ground adjoining Liverpool-street not then built upon; but since this plan was made that ground has been built upon.

- J. Whitton, Esq.
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124. Would that line destroy the Park, as a place of recreation? Not at all, I think. I have not observed that the western portion of it opposite Market-street, where I proposed to place the terminus, is much used for purposes of recreation.
125. *By Mr. Morris*: How much ground would you require for a terminus? For a passenger terminus, about five acres—eighty or ninety yards in width from Elizabeth-street.
126. *By Mr. Nott*: Do you think it would deteriorate the value of property in Elizabeth-street? No, I think it would increase it.
127. *By the Chairman*: Have you seen the flat iron tramways at Walker's Wharf and Macnamara's Wharf, for vehicles with ordinary wheels? I have.
128. Do you think a plan of that kind would answer in Pitt-street? No, I think it would be more inconvenient, because, at the wharf alluded to, the sides are raised considerably above the road, which would form a serious obstruction to vehicles crossing it.
129. Your rails you propose to sink into the roadway level with the surface, and to leave the wheel to make a groove for itself? Yes, the wheel will always make a groove for itself; in fact, it would be difficult to pack up the road metal sufficiently close to prevent its doing so.
130. *By Mr. Black*: I suppose a little care would be necessary at first to see that pieces of the road metal did not get placed so as to block up this groove; but, as to the mud, you count upon the wheel clearing a way for itself? Yes. I think by not leaving a groove there will be less liability to getting stones wedged in than if a groove were made, into which they might become firmly fixed. Some attention would have to be bestowed upon it at first, until the stone became properly consolidated between the rails.
131. *By Mr. Morris*: If the terminus were made at Hyde Park, as proposed in the plan you referred to just now, would there be any difficulty in carrying a tramway from that point to the Circular Quay; and, if it could be done, by what route would you take it? There would be no great engineering difficulty, but there would be considerable expense. The original proposition I made was to continue the goods traffic through the centre of the passenger station, and commence the incline down to the Circular Wharf before arriving at the passenger terminus, making a tunnel close by the Supreme Court, and passing between Elizabeth-street and Phillip-street. The ground between these streets was not then built upon. We could have made an open cutting and arched it over, and the ground would then have been quite as useful for building purposes as it is now. I proposed also to have the terminus at the Circular Wharf so arranged as to load and unload ships, by means of cranes, direct to and from the trucks.
132. *By Mr. Atkinson*: Have you seen similar tramroads carried out at home? They are proposing them now in London.
133. You have not seen any? No.
134. *By the Chairman*: Do you know the description of rail they are using in England for horse tramways? A grooved rail, I believe. We have no grooved rails here, and we propose to use Barlow's because we have them by us.
135. Would there be any difficulty in pulling up suddenly, if necessary, on the proposed tramway? No; all the trucks used would have breaks, and the omnibuses also would have breaks of the ordinary construction.
136. *By Mr. Black*: From Captain Martindale we have learnt that the kind of carriage intended to be used for the conveyance of passengers is one made to carry from forty to sixty passengers; do you think such carriages would be more comfortable than the ordinary omnibuses now running in the streets? No doubt they would.
137. *By Mr. Atkinson*: Is it proposed to provide for the different classes of passengers in these tramway conveyances? I do not know that the details are entirely decided, but it could be done, if necessary.
138. Have you made any calculation to give an idea of what the extra cost of conveying passengers and goods between the present terminus and the Circular Quay would be? I believe the present cost is about four shillings a ton for goods, and I should think they might be carried on the tramway for about the present railway rates.
139. There would still be the charge for the cartage of goods from stores in other parts of the town to the Circular Quay? Yes; but that would be but small, I should think.
140. Do you know the lowest charge the carter's make? I do not.
141. What is the estimated cost of this undertaking? £6,000.
142. Does that include rolling stock? No; the estimate for rolling stock is £1,500, making a total of £7,500.
143. *By the Chairman*: That does not include the purchase of horses? No; but the expense for horses would not be great.
144. *By Mr. Nott*: Do you think the construction of this tramway would increase or decrease the ordinary traffic in Pitt-street? I do not think it would make any difference to the passenger traffic, any more than the ordinary omnibuses; but it would take from the street a large portion of the heavy traffic.
145. *By Mr. Morris*: And thereby save expense to the Corporation in the repairs of the streets? Yes.
146. *By the Chairman*: Would the tramway interfere with the main sewer? I think not; I do not see how it possibly can; we only require four and a-half inches for the depth of the rail.
147. *By Mr. Nott*: Would not this line have a tendency rather to increase the passenger traffic of the street? I do not know that it would.
148. *By Mr. Atkinson*: You do not propose to interfere with the general passenger traffic of the city—not to take passengers from one place to another and set them down along the line of the tramway? No.
149. *By the Chairman*: Do you think the tramway would put the Corporation to any greater

- greater expense in keeping the street in repair? I think it would cost them less, because all the heavy traffic, which now does the principal damage to the street, would be taken entirely on the tramway. J. Whitton,
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150. What will be the rate of travelling with the passenger traffic on this tramway? Not more than the ordinary speed of the omnibuses, say five or six miles an hour.
151. You are aware that the Bill to authorise the construction of this tramway has been referred to this Committee? Yes.
152. Do you not think it advisable that in the Bill certain restrictions should be introduced as to the time the goods traffic should be conveyed? I do not know that it would be necessary; I do not think the goods traffic would interfere much with the ordinary traffic, more than the passing of an ordinary carriage down the centre of the street.
153. *By Mr. Atkinson:* How long would it take to form this line? I think it might be done in three or four months from the time of its commencement.
154. Have you particularly examined the stores, where the terminus of the tramway is proposed to be placed? No, but if they should be found insufficient the tramway might be extended to other parts of the wharf, so as to relieve them to a great extent.
155. *By Mr. Black:* You mentioned that it is not intended to convey goods and passengers on this tramway excepting in connection with the Railway Terminus? I am not aware that it is; that has not been the intention so far as I have understood it.
156. Do you see any objection to an arrangement being made, supposing the tramway constructed, to convey both goods and passengers between intermediate points along the line? I do not see the slightest objection; on the contrary, I think it would be a great convenience to carry passengers from street to street.
157. Do you not think that under proper arrangements it might not only conduce to the public convenience, but also to the profitableness of the undertaking? I think it might.
158. *By the Chairman:* Have you had any experience in the working of horse tramways? I have not; I have known them at work, but have had no immediate connection with them.
159. Have you ever heard of this particular description of rail—Barlow's—being used for a horse tramway, in the way you propose to use it? No; but I do not think the rail had anything to do with the origin of the word "tramway;" I think the name was originally applied to the ways constructed of iron plates on which trams were drawn from coal mines.
160. A tram being a truck? Yes.
161. They were originally flat ways? Yes, all the plates I have seen have been flat.
162. Do you think there will be more resistance on the proposed tramway from the circumstance of their being no groove for the flange of the wheel? I think not. There might be for a few trips, but the wheel will soon make a groove for itself, and the road metal will become firmly embedded.
163. *By Mr. Black:* Do you not think a groove made in the rail would be quite as liable to get filled up with the mud or stones of the street as the groove, formed by the flange itself, that is intended to run along the line of this railway? I think it would be more liable, because stones would get wedged into it, but if there be no groove such could not be the case.

WEDNESDAY, 19 OCTOBER, 1859.

Present:—

MR. SAMUEL,
MR. ELIOTT,
MR. NOTT,

MR. MORRIS,
MR. ATKINSON,
MR. BROUGHTON.

SAUL SAMUEL, Esq., IN THE CHAIR.

Edward Bell, Esq., M. Inst. C.E., called in and examined:—

164. *By the Chairman:* You are City Engineer? Yes. E. Bell, Esq.,
M.I.C.E.
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165. I presume you are aware that the Railway Commissioners are desirous of constructing a tramway from the Terminus at Redfern to the Circular Quay? I am.
166. You are aware also, that the Bill to enable them to construct that tramway has been referred to this Committee? Yes, I have understood so.
167. Are you aware of the kind of rail which it is proposed to use for the construction of this tramway? Yes; it is a rail commonly known as the Barlow rail.
168. You have, I believe, considered this question well? Yes; I have had occasion, at two different periods, to report upon it to the City Council; first, on the 6th of April, and again on the 25th October, 1858.
169. Will you be kind enough to state to the Committee your views in reference to the expediency of constructing this tramway? My views were laid down with tolerable clearness in the two reports I have just mentioned; that is, so far as I was, on these occasions, called upon to report. You see the objections generally stated in those reports are many of them technical; but I think the greatest objection to the formation of a tramway along Pitt-street to the Circular Quay is, that the street is too narrow for the purpose for which it is required.
170. Have you had any experience of the working of tramways similar to that which it is proposed to lay down along Pitt-street? I have had considerable experience in the working of

E. Bell, Esq., of tramways, but not in cities. I have seen them, however, in the city of New York; they were constructed with wooden sleepers, laid longitudinally, with a flat bar of iron screwed upon their surface.

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171. Was that for a flange wheel? It was for a flange wheel. The street through which it came was called the Bowery, in New York, and was, I suppose, at least four or five times the width of Pitt-street. The cars which travelled upon it were omnibusses of ordinary size, mounted upon the ordinary railway wheel, with a flange; and they were drawn, generally, by two horses. The track on which the horses travelled was, through the city, made of pitch paving; outside the city, the ordinary metal road was used.

172. When this tramway is in use, what will be the width taken up by the carriages? About seven feet six inches. It ought to have a clear width of eight feet allowed for the handles of the doors, &c., that is, if the railway trucks are used.

173. Do you think the existence of a tramway along Pitt-street would in any way interfere with the ordinary traffic of the street? I fear so. I think it will interrupt it entirely.

174. Do you think there will be any danger of collisions between the ordinary vehicles and the tramway carriages? I think so; very great danger. The most dangerous spot I consider to be at the junction of Hunter and Pitt streets. The grade of Pitt-street, as you approach the junction of those two streets from the south, is one in forty-one feet, and Hunter-street is one in sixteen.

175. *By Mr. Elliott:* That is the junction of Hunter-street? Yes. As you approach Hunter-street from the south the grade is one in forty-one.

176. *By the Chairman:* And you believe there would be danger of collision in that portion of the street? I think there would be great danger of collision at the junction of all the streets which descend into Pitt-street.

177. It is proposed that the passenger carriages shall pull up at the corner of each street, before they come to the crossing-places, for the purpose of landing passengers—would not that get over the danger of collision? It would mitigate it very much; but at these grades to which I was about to draw your attention, such as at Hunter-street, it would be difficult for them to draw up on all occasions, unless a man were stationed on the carriages in command of a break. Much would then depend upon the attention, steadiness, and coolness of the man in charge. If it were a regulation that they should stop at every street as they passed along, that would mitigate the danger very much indeed, as far as collision is concerned; but no such regulation would be enforced unless by enactment in the Bill.

178. You think, then, that if this tramway be made it will be necessary to provide by enactment for having a man constantly at the break? No doubt of it.

179. *By Mr. Atkinson:* Does it require an enactment to enforce such a provision? Yes, or as soon as the Commissioner who made the regulation found it impracticable to work the railway advantageously under such a regulation, he would rescind it. It is seldom the case at home that they allow level crossings to be made near a city. You must either go under or above the surface of the street, or you cannot obtain a Bill.

180. *By Mr. Nott:* That is in the case of locomotive travelling? In any case.

181. We are speaking merely of employing horses? Yes. The answers to the questions you are putting to me depend upon the carriages intended to be used. If you are going to use the ordinary omnibusses, which are used on the line in New York, drawn by two horses, you would have power to stop the carriages in a very short space; but if it is intended, or if is ever brought about that the ordinary carriages of the railway are used upon that line, no horses can have power to stop them. Their impetus, arising from their weight alone, would be far too great for any horses to control them. The reason I make this remark is, that I have seen in reports of the Railway Office suggestions for using carriages fifty or sixty feet in length, similar to those on the American Railways, and I wish to guard my observations from misinterpretation by shewing the distinction. If you have light omnibusses, you can stop them with horses; if you have heavy carriages, no horses can stop them, and you must apply some sort of break similar to that used on railways to check them.

182. *By the Chairman:* You referred to some reports which you furnished to the Corporation, have you those reports with you? I have only one printed copy of each.

183. Have you any objection to furnish the Committee with those reports? They are the only ones I have.

184. Could we not take copies of them? They have both been published in the Papers of the House, under date, respectively, 6th April, 1858, and 25th October, 1858; and, I presume, may be had from the Government Printer.

185. Are you acquainted with the description of rail known as the Barlow rail? Yes.

186. Do you think that kind of rail is adapted for the purposes of a tramway? No; I do not think it is so well adapted as the ordinary tram plate, or the grooved rail that was originally proposed. The grooved rail is not the ordinary rail.

187. Is the ordinary tram plate adapted for a flange wheel? No; the ordinary tram plate is for an edge-wheel.

188. An edge-wheel? Yes, a wheel that runs on its edge. The ordinary tram plate is an angular bar, forming two sides of a square, one side is laid flat upon the ground for the tram wheels to run upon, and the other side stands up vertically within the gauge of, and acts as a flange or guide for, the tram wheels, which run close to it; the ends of the bars rest on a cast-iron tie-bar, which passes from one side of the tramway to the other. The peripheries of the tram wheels are very narrow, but the thickness increases towards their centres. As that description of wheel passes along the tram plate any stone or obstruction coming in the way or lying on the plate is moved off by the wheel. The track on which the horses travel is retained between the edges or vertical sides of the two tram plates, and this would be the depth

depth of the flange or guide above the ordinary level of the ground beyond. Those are what are known to engineers as tramways. I have seen it stated somewhere lately that the tramway takes its name from its inventor, but that is ridiculous; it takes its name from the trucks which run upon it, and which are called "trams" in contradistinction to railway trucks. The Croydon and Wandsworth Railway, for instance, was made of angular bars like that I have described. In many places, particularly across highways, the edges of the tram plates were serrated so as to prevent the feet of horses from slipping when coming on to the rail or tram plate at an oblique angle.

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189. Captain Martindale and Mr. Whitton have informed the Committee that the Barlow rail, with which it is proposed to construct the tramway, is to be sunk level with the centre of the road, and that the sides are to be backed up on a level with the surface of the rail—do you think that plan is likely to answer the end it is intended to accomplish? The first question would be, whether it is possible to keep the road level with the surface of the rail? It is quite possible to lay down the broken metal level with the surface of the rail, but when it consolidates it will be below the level of the surface of the rail. To make a roadway which, when consolidated, will be level with the surface of the rail, it would be necessary to lay the metal 2 or 3 inches above the level of the surface of the rail, to allow for consolidation; and this would render the railway impracticable.

190. It has been said that the wheel will make a groove for itself? Yes, it would along any surface which would not give a great resistance. There is no metal of which you could make a road that would not give way to the rim of the wheel.

191. Would not the ordinary traffic be likely to fill up that groove? Yes, always. The horses' feet, in passing along in front of the carriages, would disturb the new metal and throw it over the rail.

192. *By Mr. Nott:* But still you think the wheel would make a road for itself? If it is smooth, and there is nothing to disturb the surface.

193. But supposing anything to be thrown on the line, would the wheel clear itself? No; it would possibly jump off, unless you paved the track with pitch paving stones. In using the Barlow rails it would never be safe unless you pitched the track. Stone pitchers or pitch paving stones should be used on the horse track, and also outside the rail for, at least, one or two feet on either side of the track.

194. In travelling along a gradient such as there is in Pitt-street, would not the interruptions likely to arise from the groove being filled up offer such an amount of resistance as to make it a great check upon the power of the horses? Undoubtedly; I conceive that it would be impossible to work the line if metal were used. The metal would never properly consolidate in the track where the horses run, particularly on the inclines, and, consequently, the surface of the road would always be disturbed sufficiently to cover the surface of the rail.

195. What would be the effect of a stone getting on to the rail, supposing the rails to be level with the surface of the road? Well, the effect would be, generally, to throw the truck off the rail.

196. And if thrown off the rail would there be any difficulty, with the number of horses that would be probably used, in bringing back again to the line one of those trucks heavily laden? They could soon get it back again, with means and appliances.

197. You think that extra power would be required? Yes, temporary levers of some kind. If the road were paved, and the wheels had not left the paving stones, the truck would be easily returned to its place. If, however, it were on a macadamized road, and the flanges of the wheels had cut into the surface, there would be difficulty in getting it back unless with appliances such as levers and screw jacks.

198. *By Mr. Elliott:* Horses could not get it back? No.

199. *By the Chairman:* You are aware that it is proposed to carry this line along the centre of Pitt-street? Yes.

200. The main sewer and the water-main, where do they run? Along the centre of Pitt-street. I expressed an opinion, in the first instance, that the greatest objection to the tramway being brought through Pitt-street was the narrowness of the street—that had reference merely to the bringing of the line through a narrow street. Now you are beginning to touch upon another great objection, and that is the public works buried under that street. As far as the city authorities and city property are concerned that is equally objectionable. It is so objectionable that I consider it would be quite impossible to work the railway through that street and carry out the intention of the Sewerage and Water Acts, or the Roads Act. This is a plan which I prepared. I did not know that it would be necessary for me to leave it or I would have had the explanations more clearly written. (*Witness handed in plan.*)

201. The plan you produce—? Shews five sections of Pitt-street taken at different parts of the street.

202. It shews the positions, respectively, of the sewerage, the water-main, the gas-main, the water-locks, and the man-holes? Yes.

203. Is it necessary frequently to have recourse to those sewers and water-mains? On every application for permission to connect a drain we have to send a man into the sewer to see that the connection is properly made.

204. And the water-main? Wherever there is a defect in any of the water service pipes we have to open the street to discover where the defect is and to remedy it.

205. Do you frequently have to do that? Frequently; particularly in Pitt-street at the present time. The main is very old, and the water service pipes have been laid down a very considerable length of time; consequently they have now frequently to be taken up and replaced by new. That pipe is also so very hard (this is a feature peculiar to Pitt-street) that every opening made in Pitt-street requires two or three days before it can be covered.

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206. When these repairs are made shall you have occasion frequently to open the street? Yes; for every new connection. An application is made at our office; the applicant comes in and signs his bond, and having paid for the water half a-year in advance he is entitled to make his connection, and to employ his own plumber.

207. To approach the main it will be necessary to open up the centre of the street? Undoubtedly that is necessary.

208. *By Mr. Nott*: The main is under the centre of the street? Yes; it is under the centre, and two feet below the surface only. The fire-plugs and water-locks are also in the centre of the road where the line is intended to be. The fire-plugs are twenty-six in number, and there are thirteen water-locks on that large main.

209. *By Mr. Elliott*: In the centre of the street? Yes.

210. Where the horse-track would be? Yes; the fire-plugs being in the centre of the road would almost be rendered useless in case of fire unless the centre of the track was high enough on all occasions to let the water run out of the track into the gutters. It might form a stream on the track along which the horses run, and flow away elsewhere, where there would be no means of catching it. The water-locks require to be opened occasionally; when the water is short in the town, frequently.

211. *By the Chairman*: And during that time would the transit of the carriages along the tramway be impeded? The carriages would not be able to pass at the time the man was shutting off the lock; but it is only right to observe that the man, seeing the train coming could always get his key out before it came up; and he could put it in again after the carriages had passed.

212. In cases where they were effecting repairs to the sewerage or where they were approaching the sewerage or water-mains would it not be practicable, by means of planking, to form a roadway for the horses? Not so that the work could be going on, because there is not room sufficient, between the surface of the ground and the water main, for a man to work in. It must be open.

213. It must be open? Yes.

214. *By Mr. Elliott*: It is often a very short distance from the surface? Yes, sometimes only two feet.

215. And in some places less? Yes, it varies from 1 foot 9 inches to 2 feet 3 inches from the surface. It is necessary, however, that I should offer a little more explanation about that main, because it may be spoken of afterwards when I may not be in a position to explain it. That main was cast in the town, of old iron, and it is as hard as a flint. There is no means of making a hole in it without having recourse to extraordinary methods for hardening the tools. When it was necessary some time ago to perforate the main between the junction of Hunter-street and Pitt-street, to connect the water-fountains, the drills had to be hardened in mercury constantly, and it took three days to make the hole in the main. They had to resort to most extraordinary measures to get a tool to drill the main.

216. *By the Chairman*: The residents of Pitt-street have petitioned in favor of the construction of this tramway, believing that it will bring additional traffic to their street—have you formed any opinion upon that point? My idea is that it will drive all the traffic from the street excepting that which comes from the railway. I think no one who had any regard for his horse or his cattle would venture to turn them into Pitt-street from any street which intersects it, and slopes towards it, because 15 feet 8 inches is the utmost room there would be to turn in any part, and the horses' feet must necessarily frequently come on to the rail itself.

217. *By Mr. Elliott*: But is there any harm in that—could they not turn over the rail—it is supposed to be level with the street? Yes; but I am quite sure that is impossible. I am speaking on broad grounds of the danger; unless you pave it, I look upon it as an utter impossibility to have the road level with the rail. You must either have your metal put down above the rail to enable it to consolidate so as to be, when consolidated, on a level with the rail; or, you must put your metal down level with the rail, and necessarily, when it is consolidated, you will have it below the surface of the rail. I cannot conceive that it is possible practically to obviate that, unless you pave the track with stone or wood.

218. *By Mr. Morris*: The cost of paving I apprehend would be very great? As far as I have been able to test it, and to learn from prices which we have received on different occasions of stone pitchers—that is, flat paving stones from Gabo Island and other places—I consider it would make a difference of £1 per superficial yard to the city, if they had to pitch-pave the tramway instead of metal it with blue metal. That you must have "pitchers" and not pebbles I am certain.

219. *By Mr. Nott*: I imagine it would have to be four yards wide at least? It would have to be 4 feet 8 inches between the rails. The edges of the stones would then have to be knocked off, to allow the rim of the wheels to pass.

220. *By the Chairman*: To leave a groove? Yes; and the outside of the rail would have to be pitched also.

221. *By Mr. Nott*: To what width? About two feet on each side of the railway. If you look at the section C D of Barlow's rail (lying on the table), you will see that it is a very awkward place to pitch contiguous to the rail. The depth from the surface of the rail to its sole-plate being only about four inches. That is too shallow to place a stone pitcher that would hold and maintain itself in its position.

222. Then it would have to be cut? They would have to be shaped, so as to leave an opening, and prevent the sole-plates of the rail from being in contact with the stone. The stone should not be allowed to rest on the rail, but it ought to be dependent upon the main body of the stone, which would be carried more into the centre of the track.

223. *By the Chairman*: If this tramway is made, it is proposed to cast upon the Corporation the duty of keeping in repair both the centre and the sides of the road? Upon the Corporation? E. Bell, Esq.,
M.I.C.E.

224. Yes—do you see any objection to that? Very great objection. I conceive that the powers proposed to be given in the Bill would enable the Commissioner to exact paving from the city, if that were deemed necessary. 19 Oct., 1859.

225. To exact paving? Yes; he has the sole control of what is to be done. He orders everything. The Surveyor and the Council have no power whatever on the line of railway. If the Corporation put down blue metal and the Commissioner deem (as I deem it) that it would be repugnant to the railway, he would have the power to make the Corporation put down some material which was not "*repugnant to the railway*,"—(I think those are the words used in the Bill.) The Bill proposes to repeal the 82nd, 83rd, and 84th sections of the Act, 14 Victoria, No. 41; 12th section of the Act, 17 Victoria, No. 33; 10th section of the Act, 20 Victoria, No. 36, or so much and such parts as are inconsistent or at variance with, or repugnant to, any provision of the proposed Act. These several sections being repealed, he has sole power. He takes the authority out of the hands of the Municipal Council and the City Surveyor. It devolves upon the Commissioner only. There is one clause—the 84th or 85th—which they might as well have repealed at the same time as the others; I mean that which obliges the City Surveyor, in the event of any works being carried on along Pitt-street, to hoard and light them, and to keep a watchman to watch those lights. The 14 Victoria, No. 41, obliges the City Surveyor, as part of his duty, to do that. There is another reason why it occurs to me they should have repealed that 85th clause, if they repealed the others, and that is, because it leaves the City Surveyor and Municipal Council power to put hoardings or bars across the streets, and to stop the carriage-way, which they could do at the time repairs were going on at the railway. They repeal the sections of those various Acts mentioned in the 14th Victoria, No. 41—the 82nd, 83rd, and 84th sections. The 12th section of the Act of Victoria, No. 33—the Corporation Abolition Act—and the 10th section of the 20th Victoria, No. 36, in so far as they are inconsistent or at variance with, or repugnant to, any provision of this Act, are repealed. In those sections I think you will find that the Corporation are required to repair the roads with what they think proper. You repeal those sections and you must then act strictly in accordance with what the Railway Commissioner may deem consistent with, and not repugnant to, the working of his line of railway. I look upon it so. The City Corporation must provide the funds for doing it well, let it cost what it may.

226. If the rail be laid down in Pitt-street, according to the plan proposed, do you think it possible that a locomotive steam-engine could be brought up the street? If it is put down in the manner proposed a locomotive could be brought up the street, but it would be exceedingly dangerous to bring such locomotives as are used on the railway.

227. You think it would be possible for trucks or carriages to be drawn by a locomotive steam-engine along this tramway? I must admit that it is possible, but I cannot admit that it is possible to do it with the ordinary engines and rails now in use. There is a gradient of one in twenty between Goulburn-street and Campbell-street. With the ordinary engines and rails you could not overcome that.

228. You think it would be impossible? Quite impossible with those engines; but engines may be made, and means devised, by which it can be done.

229. You think it objectionable, under any circumstances, that a locomotive should be brought up the street? Such locomotives as those.

230. Any steam locomotives? I do not see so much objection to locomotives such as the "*Megathon*," which was here some time ago.

231. I am referring now to the ordinary locomotive steam-engines; and the object of my question is to ascertain from you, whether you think it would be objectionable (if it were possible) that such locomotives should at any time come up Pitt-street, in continuation from the railway terminus at Redfern? I think it would be highly objectionable.

232. *By Mr. Nott*: If the tramway were constructed according to Mr. Whitton's plan—either with the ordinary macadamized road, or paved, as you think it necessary to be—there would be no difficulty, I apprehend, in the ordinary traffic passing over those rails? There would be no difficulty beyond that which attends the ordinary traffic of carriages in passing over the road—much less if paved.

233. But in either case there would be no real difficulty, I imagine? Only in this respect,—if a horse caught his foot upon the rail, after coming down the steep inclines, such as that at Hunter-street, which is 1 in 16. It all depends upon the load he has behind him. If it were an omnibus, it would be impossible to stop the horses, if they were going at any speed; and if they got their feet upon that smooth surface, down they must go in all probability. The danger is, I should consider, great. If the road were paved, and the surface of the rail kept a little below that of the road, there would be much less danger than if the road were not paved; because, I conceive, it would be impossible to keep the surface of the rail below the surface of the metal.

234. If that were the case, do you think it would interrupt the ordinary traffic of the street—you have mentioned that you thought it would drive all other traffic from the street? I do.

235. For what reason? If your carriages occupy a space of eight feet in the middle of the street, you would not have above fourteen feet of space between the carriages and the kerb stones. That is quite insufficient.

236. But it is only intended, I presume, to travel at the rate of four or six miles an hour—the ordinary rate of omnibuses? They cannot well go more; but if you do not restrict them by enactment they can go at what pace they please.

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237. But if one of these railway omnibuses were coming down the street a cart would have plenty of time to get out of the way, even if it were on the line? Yes, if the driver saw it coming there would be plenty of time.
238. Or they could pull up if they saw it on the rail? Yes, they could pull up if they had proper provision for stopping, and did not use those heavy carriages; there is great difficulty in stopping them in a short space.
239. *By the Chairman*: If a carriage was coming down at a rapid rate, do you think they would be able to stop it suddenly? No, not down a gradient; or, if the carriage weighed, we will suppose, a couple of tons, and with passengers two and a-half or three tons, there would be great difficulty in stopping it on a smooth surface, for if you apply the pressure of the brake so as to prevent the wheels revolving, they will skid or slide upon the rails for a considerable distance afterwards.
240. *By Mr. Nott*: If the work is constructed on the principle of what is called the ordinary tramway, what height would the flange be above the road? Two and a-half inches. You must bear in mind that I am not recommending this tramway.
241. In that case vehicles could not cross? Oh yes, they could.
242. Would there be any difficulty in crossing? You would have to put a wooden guard on the sides of the tram plates at all the level crossings.
243. They could not cross at any part of it? No.
244. They would then be confined to one side of the street or the other? To one side or the other, unless you bring your horse at right angles with the tramway, which is a difficult and dangerous thing at all times; you can then get over anywhere.
245. Suppose the grooved railway were used, would there not be danger of the groove getting filled up? No, I think a simple apparatus might be made to keep it clear. Loose stones might be kept out of the way of the groove, and the upper surface of that rail might be made so that horses feet would not slip upon it, while it still formed a perfect track for the wheel.
246. Without danger of its getting filled up with stones and mud? Yes; I would not exactly serrate the edge, but I would notch it at intervals. I consider that objectionable, but it is the least objectionable mode I know of.
247. There would not then be any difficulty of its getting filled up? It could very easily be cleared if it did get filled up—an operation which could not be so well performed upon the flat surface of the Barlow rail if bedded in metal.
248. *By Mr. Scott*: Would it not clear itself? No; in the groove it would be more likely to clear itself. The wheel coming in the centre would be likely to turn it off, as the tram wheels generally do upon tram plates.
249. *By Mr. Nott*: If the Barlow rail were laid, and pitched in the way you mentioned, would it be necessary to pitch the whole street? No.
250. You could have the other part macadamized? Yes; it would be necessary to pitch the track and about two feet outside.
251. And there would be no difficulty in getting the macadamized road to join properly with that part which was pitched? Oh, no; you see why I say it should be pitched two feet from the rail is, that there should be the least possibility of loose metal getting on to the rail.
252. *By Mr. Atkinson*: Have you calculated the extra cost of thus pitching the road? I think it would be about £1 per superficial yard more than the macadamized road.
253. *By Mr. Nott*: About £3 a lineal yard? I reckon it would cost us—about a mile and three-quarters—£8,000 or £9,000 to pitch that street to the width required. I think, from a calculation I made, £8,000 or £9,000 is something like the sum it might be done for.
254. *By Mr. Elliott*: Simply the pitching? Yes.
255. *By Mr. Nott*: You think the water supply would be very materially affected by the construction of a tramway along Pitt-street? I think there is no doubt of it, if the Commissioner objected to our opening the road when required.
256. Could the rail be worked while the road was open? No.
257. What would be the ordinary time one of these openings would take—a few hours or a few days? In the lower part of Pitt-street, it would take half a day at the shortest. Those parts of Pitt-street where that hard piping before mentioned extends would take from two to three days.
258. *By Mr. Elliott*: And then the man-holes besides, you have to open them? Yes, the man-holes for the sewers would require to be open the whole width of the track for at least a day.
259. *By Mr. Nott*: How often would that be necessary, judging from past experience, once a week or once a month? It has happened twice in the same week, and then perhaps it would not occur for three weeks or a month. It depends on the number of applications.
260. *By Mr. Atkinson*: While these works were being carried out, could the carriages pass along the line? The carriages could travel over the rails while the man-hole was open in the middle of the track, but the horses could not travel along the track. And when side connections are making, for house draining, the open cutting must be made under the rail. The horses might travel on those occasions along the track, but it would not be safe for the carriages to pass without support to the rail. That would involve increased expense to the householder to connect his sewer—and it is now excessively heavy. There would also be this additional circumstance to meet—he would be obliged to pay all the expenses of keeping that line in order.
261. *By the Chairman*: The object of this proposed tramway is to facilitate the traffic of the railway; have you considered the desirability of bringing the terminus at Redfern further into the city? To other places?

262. To a more central position in the city? I think there would be no harm in bringing it to the Haymarket, for one place. E. Bell, Esq.,
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263. Have you considered any other sites for a terminus? Yes, some considerable time back when the subject was being spoken of. In the first place it was the intention to bring the railway through Hyde Park, or along between Phillip and Elizabeth streets, to the Circular Quay, under ground. I think I had that from Mr. Whitton. I then drew Mr. Whitton's attention to a line that seemed to me would answer all the requirements; and that was to follow his own line as far as Liverpool-street from the present railway terminus, passing under the corner of Hyde Park, under William-street, over Boomerang-street, and by a curved line with cuttings, through the Domain to the Circular Quay. 19 Oct., 1859.

264. That would be a more expensive line, would it not? It would cost more than the other lines, but I do not think it would be a more expensive line in itself, because most of the land along the line belongs to the Government. The Government would have no more land to buy than was suggested in the report of the Chief Commissioner of Railways. It was proposed to purchase about two acres between the Haymarket and Liverpool-street. The ground in the Park belongs to the Government. It would pass at the back of the College under ground, between the National School and the Museum and William-street. It would then cross Government land either in a direct line to Woolloomooloo Bay or by a curved line to the Circular Quay.

265. Would that interfere in any way with the Hyde Park reserve? No; it would only pass under the corner of it.

266. Have you formed any estimate of the cost of constructing such a line as that? No, I have not. I have run the levels so as to know that it is practicable, but it would cost considerable time and expense, which is not at my disposal, to make an accurate estimate of the cost.

267. On the table is a plan, together with a section of a line proposed by Mr. Whitton, the terminus of which is to be at Hyde Park—will you be kind enough to look at it? I am already sufficiently acquainted with it.

268. Will you be kind enough to state what you think of that proposal? I do not think, as far as carrying it to the Park, approaching Liverpool-street, that it would be objectionable; but I do think it would be objectionable to take Hyde Park for a railway, or for a terminus. Does that extend to Market-street?

269. Yes, it extends to Market-street, taking off a portion of Hyde Park? You see Park-street is omitted here altogether. They are going to cross on a level, and consequently shut up Park-street. The greatest objection is going into Hyde Park, and necessarily depriving the public of its use for recreation.

270. That plan contemplates a certain portion of the Park for a reserve? Yes. It would occupy nearly all the western side of the park.

271. *By Mr. Nott:* It is not intended to do so I imagine? It would come through the centre of the Park. As you pass Park-street, on a level, you must have an open cutting, which will divide the park from one end to the other. This would deprive the public, in a great measure, of the use of it.

272. *By the Chairman:* Having looked at this plan, do you think it would be advisable, in accordance with the proposition, to make the terminus at Hyde Park? No, I think not.

273. *By Mr. Nott:* There are several objections to it? Oh, yes; great objections.

274. *By the Chairman:* It would interfere with the recreation ground? Yes.

275. Having heard the object of the construction of this tramway—the facilitation of the traffic of the railway—do you think it will have the effect intended? I think it will be a great advantage to the railway to be able to pass through the city to the water side in any direction. I think all the benefit is to be gained by the railway and by the Circular Quay.

276. Do you think any other plan less objectionable than a tramway down Pitt-street could be devised, for the purpose of facilitating the traffic of the railway, without carrying the terminus to the Circular Quay? If it is a settled point that railways are to be brought into the city I think you may find a better way; but I do not want to advocate any plan for bringing a railway into thickly populated parts of the city otherwise than round the suburbs as it were.

277. On the plan you have mentioned before? There is a line already existing to Pyrmont; that I need not allude to.

278. *By Mr. Atkinson:* Round the suburbs in what way? Round by Woolloomooloo and through the Domain, and not through populous districts.

279. Have you considered the possibility or feasibility of carrying a railway round the harbor? If you make a large quay alongside the shore line. I think, however, this will be exceedingly objectionable at the Circular Quay, where the quay is only seventy-five feet in width.

280. *By Mr. Elliott:* That is for the terminus? Yes. They are now confined for room to discharge vessels.

281. *By the Chairman:* You are now alluding to the tramway; and you think the terminus on the Circular Quay would be objectionable? Yes. They cannot do with one line there, and they must tell you so. They cannot do with one line along the quay if they are going to conduct the business of the country so as to make it advantageous to the railway. We have no space of ground at the quay which is sufficiently large for a terminus, unless they take in the Mariner's Church in addition to the Commissariat Stores, and take in also Campbell's Wharf. I do not mean to say then that a tramway along Pitt-street will do the business of the country. It may do very well as an experiment, to shew that an increase of traffic would be obtained from the Pitt-street railway. I think it

E. Bell, Esq., M.I.C.E. it would develop the fact that a good serviceable line to the Circular Quay would not only be a great advantage to the country generally, but to the railway.

19 Oct., 1859. 282. The great cost of a line such as you propose, for bringing locomotive steam-engines to the Circular Quay, would form a serious obstacle to its construction, would it not? I do not think the cost of the line would be anything in comparison to the real good which would result from its construction. When you get railways two hundred miles into the interior—when you get two hundred miles of railway, not one line, but feeders included—you will find that the Circular Quay is no more capable of doing the business which will be required from it than the Pitt-street single line will be equal to the traffic you will require of it. You will no sooner get a line into the interior than you will find that you must take your railways, either in the shape of costly lines or tramways, to three or four points in the harbor.

283. Do you think that the Circular Quay is a central point? No, I do not think it is central. It has occurred to me for some time past that Wynyard-square would be a much more central point for passenger traffic, and would afford equal accommodation to all the wharfs, and favor none in particular. At the present time the greater part of the wool is shipped from the lower end of Kent-street. A great deal of the wool is brought in by the steamers from both north and south, and it is either carted or boated from Darling Harbor to the Circular Wharf. In that case it will be shipped in barges to go round to the Circular Quay. I have been told that half the wool at least does go from that side to the Circular Quay. By this Pitt-street line you will give increased preference to the Circular Wharf.

284. I understood you to say that Wynyard-square would be an eligible site for a terminus? Yes.

285. How would you propose to bring the line to that terminus? Along the widest part of George-street, as far as the Cathedral.

286. *By Mr. Nott*: By tramway? By tramway; that is, I would bring it by the grooved rail.

287. *By the Chairman*: But you do not advocate the construction of a tramway at all? No; but if you decide upon bringing tramways through the city, take it up George-street as far as Bathurst-street, where you can have a space wider than Pitt-street,—60 or 70 feet the whole distance in a direct line along George-street. You will have the same width as you now have for your tramway track; and you can have fifteen feet between that and the kerb stones on the western side of George-street,—a space as great as you have on both sides of the proposed line in Pitt-street,—for the convenience of shopkeepers to have their carts stand to load and unload.

288. *By Mr. Nott*: Then where would you carry it from Bathurst-street? Over the surface of the burial-ground to York-street, and from thence to Wynyard-square. There is scarcely a person in York-street who can consider that he has a vested right to be deprived of, such as the good-will of a business. They have every thing to make in York-street. In Pitt-street they have settled business, and they have every thing to lose by their trade being disturbed.

289. *By Mr. Nott*: You are aware that a great majority of the inhabitants of Pitt-street are favorable to the line? I think you will find the reverse. In fact, I have been assured, that if a petition were put forward against the line being made in Pitt-street, or against any line being brought into the city, without pointing out some more favorable locality, it would be generally signed throughout Pitt-street.

290. Have you prepared any plans for continuing the line to Wynyard-square? Yes.

291. Did you bring them with you? No.

292. Would there be any possibility, if it were considered desirable, of continuing the line from Wynyard-square to any central wharf? Oh, yes, it would be quite possible. I say that Wynyard-square is the most advantageous for passengers; but, I strongly recommend, if a permanent goods line is to be made, that it shall be brought round by the Domain. This would be a really serviceable line.

293. *By the Chairman*: And on that ground you would propose to work locomotive steam-engines? On that line you might work locomotives with safety.

294. Would there be any steep gradients? No.

295. *By Mr. Elliott*: How do you propose to cross Boomerang-street? Over. There is another reason why the Wynyard-square terminus would be less objectionable than a terminus at the Circular Quay, and that is, the approach from the railway terminus at Redfern to Wynyard-square would be along a ridge instead of a valley. The streets intersecting the line of railway would all ascend to York-street, while those intersecting Pitt-street all descend to Pitt-street, and, consequently, render the crossing more dangerous.

296. *By the Chairman*: I understand you to recommend the line to Wynyard-square particularly for the passenger traffic? Yes, for the passenger traffic.

297. And not for the goods traffic? And not for the goods traffic.

298. *By Mr. Nott*: That would be left out of the question altogether? No, not altogether. I would include provisions. The railway would in the first instance pass the Hay-market, and in the second instance it would pass the George-street Markets. There is a very wide space in York-street at the markets, which would admit of a siding for trucks containing meat, vegetables, fruit, poultry, milk, eggs, and all kinds of provisions from the interior. Those trucks could draw up alongside the markets, and dispose of their produce without the slightest interruption. This would be really a great advantage to the citizens, inasmuch as provisions brought along the Pitt-street line must be either taken to the Circular Quay and then carried back again to the market or they must be deposited at Redfern, and conveyed from thence to the market. This line to Wynyard-square would enable the goods to be delivered at the markets, instead of requiring intermediate cartage between

between the railway and the market. It would put the country producers directly, through the railway, in the hands of the salesman at the market, and thus enable them not only to send their goods to the market at a much cheaper rate, but also, the consignments being direct, would be an inducement to send produce which would not otherwise find its way into the market. E. Bell, Esq.
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299. *By Mr. Atkinson* : There are great advantages in that? Yes; the markets would become stalls for salesmen and not for petty dealers.

300. *By Mr. Nott* : Are you aware whether on the line proposed by you for locomotive steam-engines to the Circular Quay, there would be much private property to purchase? No.

301. But is the majority of it Government land? There is no more private property to purchase than is shewn in the Commissioner's report upon the line projected for a terminus in Hyde Park. It is public property all the way; and if it is not determined to make a line there now, I would suggest that the land should be reserved until the line is eventually made,—at least until it is determined whether the line ought to be carried out in that direction or not.

302. Would it interrupt the traffic of any streets now in existence? No, they could get under Liverpool-street and College-street, and go under William-street and over Boomerang-street.

303. It would not go down any particular street? No, it crosses considerably below the inhabited part of Macquarie-street.

304. And from the proposed terminus at the Circular Quay a line could be taken round the whole of the quays? Undoubtedly locomotives might go round there. Then, you see, by making the railway on the eastern side, you bring the sidings and the different lines which you require for a terminus, to a site where there is plenty of room; but on the other, the western side proposed, you have not fairly room for one line without obstructing the discharge and loading of vessels.

305. I presume there would be about two miles of railway? About two miles.

306. And you can form no idea of the expense? I should not like to guess at the expense; but that it is an easy and a cheap line, I am quite satisfied.

307. Is there any tunnelling? Yes, under the corner of Hyde Park. It would be mostly an open cutting, and covered over. It would, in point of fact, be cheaper to make it an open cutting, and cover it afterwards.

308. *By the Chairman* : That tunnel would not be of great length? No; in fact it might not all be tunnelled; it would appear as a tunnel after it was made. But just at the back of the College I think I should tunnel it.

309. *By Mr. Nott* : Would there be any very heavy cutting? There would be no heavy cuttings at all.

310. Embankments? There would be the same gradients on this line as far as Liverpool-street, as shewn on Mr. Whitton's plan.

311. *By the Chairman* : And it would neither destroy the appearance of the street, nor of the Domain? No; as the cutting would be open, I think the appearance of the Domain would rather be improved than deteriorated. The grass banks and walks would be ornamental, and the appearance of the place might be considerably improved by bridges, which might also be ornamental.

312. *By Mr. Nott* : And do you think there is sufficient room for this? Yes, on the west side.

313. Without interfering with existing buildings? Yes.

314. *By Mr. Atkinson* : Would you suggest that sufficient land should be taken for a double line? Yes; I have not the slightest doubt that you cannot do with less. I conceive that any money spent on an experiment such as that contemplated in Pitt-street would be entirely lost; that it would be better to face the thing at once in a proper way, and that if you lay only one line at present, leaving works for a double line, you would not only save money in the end, but shew that, in the great experiment, the welfare of the country and the prosperity of the railway would be enhanced. (*Plan produced.*) I produce a plan of a railway or tramway from the railway station at Redfern to Wynyard-square, which, if railways are to be brought into the thickly populated parts of the city at all, I conceive to be the best, in every respect, for a passenger line, and for the transport of provisions, as I before described. I produce, also, a plan of Pitt-street, from Bathurst-street to the Circular Quay, shewing—tinted in pink—a new system of sewers which has been laid down in the street; a black dotted line along the centre of the street shewing the water-mains; black crosses at intervals shewing the water-locks; green lines showing the old sewers which are still in existence, and cannot be removed until the house connections made to them are transferred to the new system of sewers; red crosses shewing the entrances to the new system of sewers; and a blue dotted line shewing the gas-main. The width of Pitt-street, between the kerb lines, is 36 feet. In the proposed plan the width between the eastern kerb of George-street and the proposed tramway shews an average of 46 feet throughout. The water mains, as shewn on the plan by a black dotted line, are generally speaking, from eight to ten feet from the western kerb line, and in no place do the water-mains interfere with the projected line of tramway, excepting where the branch into the market crosses a 3-inch main, and where it passes over the waterpipes, which run transversely with George-street. At Bathurst-street I propose to cross the burial-ground (it would be above the burial-ground two or three feet, so that there would be no digging or disturbing the ground), at the rear of the temporary Cathedral, and in front of St. Andrew's Cathedral, now building. When the old or temporary building is removed, the line may be continued in a straight line from York-street to George-street, and that would bring it at a greater

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greater distance from the Cathedral. From this place it would pass by a single line up York-street until it approaches the George-street Markets, where it was proposed to make a siding for waggons containing produce to deliver their loads at the market. Then the line proceeds to Wynyard-square. I propose that the land on the western side of Wynyard-square should be retained as the site for that railway station.

315. *By Mr. Broughton*: Did you submit your plans to the Mayor and Aldermen of the city? I did; and I received the authority of the Aldermen to say that they deemed this to be the least objectionable line that could be made, and also that they would be disposed to support the construction of such a line, as being of the greatest advantage of any to the citizens, and the least likely to interfere with the avocations of the people, or to interrupt the business generally.

316. *By the Chairman*: Do you think the proposed tramway along Pitt-street would interfere with the drapers in that street? I think it would interfere entirely with the retail drapery trade in Pitt-street.

317. *By Mr. Atkinson*: As you seem to have given this matter considerable attention, I would ask you if you have thought of the feasibility of connecting the Circular Wharf round Darling Harbor with the station? Yes; I think it quite possible to do so; but, at the same time, I am not aware how the right of water frontage is held by the different parties having wharfs upon Darling Harbor—whether by taking a quay in front of their wharfs you would not deprive them of rights for which you might have to pay heavily. As far as Woolloomooloo Bay and Farm Cove are concerned it would be practicable. Good harbors may be made in all these bays eventually, when the traffic of Sydney through the railway becomes great.

318. My question was simply whether it is practicable? Quite.

319. *By the Chairman*: Have you any other suggestions or observations you would like to make to the Committee upon this question? I think I have touched upon most of them. With regard to the repealing of those several clauses of the Act, I think I made sufficient observations upon them for the Committee to understand that it would be quite impossible to carry out the Sewerage and Water Act, and also the repairs of the road in that street under the very comprehensive powers proposed to be obtained through this Bill. The General Railways Bill is embodied in this, in the third clause; and by that Act the powers are most arbitrary, and I may say admirably adapted for going through forests, but for going through towns highly objectionable, inasmuch as the city authorities are entirely deprived of the power of exercising any control over that line of street through which the contemplated tramway is to pass.

320. *By Mr. Nott*: Excepting that they are bound to keep it in repair? Their duty is to keep it in repair, to light and to hoard the railway works when necessary; and if the 85th clause is not repealed the city authorities will have power to bar or stop up the street when they please. As, however, a small fine only is to be imposed upon persons breaking them down, this would not be a formidable obstacle, and so probably they did not think it advisable to repeal that clause.

321. *By Mr. Broughton*: Then you think, in making tramways through the city, provision should be made for keeping those roads and streets in repair? Yes.

322. Distinct from the Tramway Bill? I think the railway authorities should keep it in repair. And then, if we are to pitch it, how are we to get at the sewers? At this time we have reason to believe that persons are making surreptitious connections with these sewers. Two or three instances have occurred within the last three or four months, where persons have cut through to the main tunnel before we have been enabled to find them out. On every occasion when a connection is made it is necessary for the persons making those connections—particularly where there are no stench traps inserted in the sewers—to make the connection with care; and it is necessary that a workman should go down inside to make the connection properly, and so that no damage shall be done.

323. Then you think, in the event of a tramway being brought into the city, those streets through which it passes should be kept in repair at the expense of the Commissioners or of the Government? Decidedly, at the expense of the persons holding the railway or tramway, whichever it is.

324. *By the Chairman*: You refer more particularly to the centre of the street? Yes, to the track. There is another thing sought to be done by this Bill. I think, at a very moderate computation, it will be seen that the city possesses a property underground of the value of about £100,000 in that street. Now the Railway Commissioner seeks to invest property on the surface of the street to the extent of £6,000; and in order to enable him to utilise this property he (of course I am not making personal allusions to any one) seeks, —or it is sought—to set aside all control of the parties holding £100,000 worth underneath it—to give them no power excepting what the Commissioner or the person in charge of the railway works shall think proper. In fact they are to be deprived of the power of utilising their property in order that the railway authorities may utilise theirs to the fullest extent. And this Act is so comprehensive you will observe. The tramway is to be constructed under this Act (3rd clause) notwithstanding anything in the several Acts given in the first section of this Act or in any other Act. The Commissioner has undoubted powers to do as he pleases, regardless of anything the inhabitants who are interested in such a railway may desire. There is another objection I would like to name in reference to the 2nd clause, where it says, “the tramway shall be constructed and completed as soon as conveniently may be, commencing at the Redfern terminus, and terminating at a point on the Circular Quay, Sydney Cove, to be determined on by the Governor with the advice of the Executive Council, for the purpose of conveying passengers, goods,” and so on. Now, certainly, when this clause was framed, the framer could not have had any idea that it was likely to
come

come before a Committee or to be canvassed by the House, or he would have thought it necessary to submit to the House, not only plans of the line proposed through Pitt-street, but also to have given some kind of definition of the sort of station required, and what extent of ground would be necessary—how much space would be required for rails, turn-tables, and apparatus to approach the station; and he certainly would have pointed out some place by which the House could have guided the Executive Council if the House were not disposed to leave the selection of a site to the Executive Council. I conceive that under this power, which is so general, the Executive Council might say that they would take half George-street, as the site originally intended was too narrow. It is in their power to say we will take the new extension of Argyle-street, which has lately been made at considerable expense—or, “we will take the ground beyond that,” regardless of the sentiments of the House or of the Municipal Council, or of the interests of the citizens generally. I think the determination of a site for the station is quite as important as the selection of a route for the line. Then there is another thing which I should like to draw the attention of the Committee to—that the provision at the end of the clause might be more distinctly defined than at present; because, I conceive, that after this line is once formed on the general level of Pitt-street, the railway authorities will have power to do as they please with Pitt-street, under the General Railways Act. I am inclined to believe that they would find a necessity for altering the levels of Pitt-street, on the ground alone that the gradients which now exist are too steep for locomotive engines, or at least the present style of locomotive engines.

**E. Bell, Esq.,
M.I.C.E.**
19 Oct., 1859.

325. *By the Chairman* : It is not proposed to bring locomotive engines up Pitt-street? I do not think it is proposed, but I am sure the line will never do the business of the country without. This very clause would empower the Railway Commissioner, in future, to alter the gradients to suit locomotives; after having, in the first instance, laid the tramways in accordance with the general level of Pitt-street.

TUESDAY, 25 OCTOBER, 1859.

Present:—

MR. ELIOTT,	|	MR. JONES,
MR. HAY,	|	MR. BLACK.

SAUL SAMUEL, ESQ., IN THE CHAIR.

Mr. Edward Teillard called in and examined:—

326. *By the Chairman* : You are a wine and spirit merchant, residing in Pitt-street? Yes, sir.

**Mr. Edward
Teillard.**

327. You are aware, I presume, that the proposal to construct a tramway down Pitt-street has been referred to this Committee? I am.

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328. You have expressed a desire to offer some information to the Committee,—will you be kind enough to state what that information is? I would say that I consider a tramway down Pitt-street would be an improvement to property in the street, as, of course, it would bring passenger and goods traffic in that direction, which, instead of being an injury, as has been stated, would be an advantage to the property in this street. It is said by some persons that the tramway would be an obstruction to the traffic of the street; but I do not think that would be the case, because the gauge of the tramway being the same as that of the railway, namely, a five feet gauge, the trucks running on the line might be six feet, though I know some trucks running on the Parramatta line are seven feet six inches; but for the tramway they might be made six feet. You are, no doubt, aware that Pitt-street, in the narrowest part, is thirty-three feet in width from kerb to kerb, that is opposite the Metropolitan Hotel; and if the tramway is five feet in gauge, and the trucks six or seven feet wide, there will still be left twenty-six and a-half or twenty-seven feet from kerb to kerb, which will be sufficient for the passage of carriages and other vehicles; as on a space of twenty-six and a-half or twenty-seven feet in width, three drays could run on a parallel line. With such a tramway there would be plenty of room in Pitt-street. Besides, except between Market and King streets, Pitt-street is almost deserted as far as vehicles are concerned, and, consequently, the tramway would be no obstruction there. Now, it is very likely that the tramway will be laid down in the middle of the street, and then it would leave, during the time the train is running, room for one dray on each side, with five feet on each side to spare for horsemen. The pavement along Pitt-street, except a small portion on the east side, between King-street and Hunter-street, is from ten to twelve feet wide. Pitt-street, in its narrowest part, is wider than some portions of George-street; George-street, from Fort-street to Argyle-street, is narrower by several feet; from Argyle-street to Essex-street, it is the same width as Pitt-street; George-street, from Charlotte-place up to Park-street, is only fourteen feet wider than Pitt-street, but that advantage is lost by the number of teams, drays, carriages, and omnibusses which clog this main artery. In fact, Pitt-street is the best adapted as the route for a tramway, even for cheapness, as it is the straightest line between the railway terminus at Redfern and the Circular Quay. By going along the western side of the city, it would cost, at least, £90,000 more, and then I do not see how the tramway could be brought to the wharf, as the wharf is a great deal lower than the level of the main street, which is not the case with Pitt-street, through which the tramway might be brought from the

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railway terminus to the Circular Quay without having to alter the level in any part. By this line the railway might be brought to that part of the Circular Quay adjoining Campbell's Wharf, where there is an extent available for shipping greater than at all the other wharfs put together. Then again it is the most central part. I do not believe any one will dispute that George-street is in the very heart of the city, but it must be borne in mind that not only does Pitt-street run in a parallel line with George-street, but that they are only a small distance from each other, that is, about one minute's walk distance. Therefore it could not be urged against Pitt-street that it is not a central part of the city. It has been given as a reason, by the Mayor and Corporation, against the tramway being brought down Pitt-street, that it would give an unfair advantage to Pitt-street over other streets of the city. Indeed, we consider it would be only a very fair advantage for the benefit of Pitt-street. It was stated in the report of Mr. Bell, about a year ago, that if you were to establish a tramway in Pitt-street it would give a benefit to that street to the detriment of George-street. I recollect also reading a report from the city engineer, in favor of a tramway round to the harbor by Hyde Park, or even in Castlereagh-street.

329. *By Mr. Hay:* To Woolloomooloo Bay? To Woolloomooloo Bay. Now, if George-street would be the loser by the tramway going down Pitt-street, it would also be injurious to George-street to take it by Hyde Park. It will be seen that George-street has numerous advantages compared with other streets, if we notice. At its extremity stands the University, and along its line there are the Railway Station, the Benevolent Asylum, the Haymarket, the Police Office, the General Market—on which the Corporation, despite its poverty, is at present expending £8,000 for mere embellishment, not from real necessity. George-street possesses the Post Office, the Ordnance Store, besides three churches and one cathedral. George-street has manufactory establishments of the highest class, such as brewery, sugar works, steam flour mills, and foundries; it has all the trade, and nearly all the banking establishments; it is the starting point of all the omnibuses to the suburbs; in fact, nearly every advantage is possessed by George-street. It has been said in Parliament that it would be unjust to lay the tramway in Pitt-street while a sum of £98,000 had been voted in order to get the railway terminus to the western side of the harbor. But, I would ask, how it could be considered unjust and unsatisfactory to lay the tramway in Pitt-street, in order to arrive in a straight line to the very best part of the harbor for the landing of goods at the small expense of £8,000, instead of having the tramway on the western side, or in another part of the city, at the enormous expense of £98,000? The tramway down Pitt-street will be an enormous advantage to the trade of the place, in being able to bring goods from the country direct to the ship's side, without the great expense of loading and unloading at intermediate stages. The present expense of bringing goods from the railway terminus in town by drays is enormous; for instance, there is 4s. a ton to pay for the carriage between Parramatta and the terminus in Sydney, and 4s. a ton from the Redfern terminus to the city. If the goods come from the Campbelltown station to the terminus in Sydney, the railway charges 7s. a ton, while a dray from Redfern terminus in town asks 4s. for a load.

330. *By the Chairman:* Are you aware what would be the charge by the tramway? From 9d. to 1s. from the Circular Quay to the railway terminus.

331. Do you know the lowest rate of dray charges for taking a load inward? Generally 3s.

332. I understand you to state that at present it costs 4s. a load from the railway terminus to any part of the city, and you state that the Railway Commissioners propose to charge from 9d. to 1s. a ton, and that the lowest rate by drays inward is 3s. a ton; now, taking that to be the case, what benefit will be gained by parties who do not reside on the Circular Quay, or who have no stores there? We should make the calculation on 4s. a ton by dray hire in town. The Railway Commissioners could make one or two stations on the line in Pitt-street, and send the goods to the different parts of the city by their own vehicles at a very small premium. It has been said that the tramway would injure the sewerage; but I do not see how a few sleepers laid over the sewers can injure them. It has also been said, that if branch sewers were to be connected with the main sewer, when the tramway was laid down it would occasion a largely increased expense. But, I do not think it will be necessary to open the middle of the street to get to the main sewer; the tramway being only five feet gauge you could always get to the sewer without interfering with it, as you would have to excavate much lower in the street. As to the difficulty there would be in repairing the sewers on account of the tramway, the sewers being a new work it is not likely that they would, for some considerable time, require repairs in such an extensive way as to necessitate the removal of any portion of the tramway. Again, it was said that the public road would want repairing occasionally; but, such repairs would not obstruct the tramway; though even if it did it would only be at long intervals. For a long time past Pitt-street has not been interfered with on that account.

333. *By the Chairman:* Are you not aware that the principal water-main runs up Pitt-street? I am.

334. And that the connections with that water-main have to be made up the centre of the street? Yes.

335. Do you not think the continual opening of these water-mains will obstruct the tramway? I do not think so. I would ask, how many times it is necessary to open them in the year. For a long time I have never seen them open. It would be very seldom that the tramway would be obstructed by the opening of the mains. Then, if it were necessary to open them so frequently, openings might be left with something like a skeleton covering.

336. Have you had any experience in the working of tramways? Yes.

337. Where? In France.

338. What part of France? In Paris.

339. *By Mr. Elliott:* In the city? No; in the suburbs.

340. Are the places where you have seen them narrow or wide streets? I have seen them round the Boulevards, near the fortifications.

341. Did you ever see a tramway working in a narrow street like Pitt-street? I have seen them working near the docks in the city, where, far from being an obstruction, they were a convenience, as you can always remove a large portion of your goods by the main line, without interfering with the side.

342. Are you aware that it is proposed by the Railway Commissioners not to have stations along the line, but simply to deliver goods at the Circular Quay? I am aware of that; but, as I before said, the Railway Commissioners will be in a position to deliver goods to different parts of the city cheaper than any one else, in consequence of the quantity of goods coming down to the Circular Quay by the tramway.

343. It has been stated to the Committee that there will be great danger of collision between the carriages running on this tramway and the ordinary vehicles that run in the streets; now, if such collisions did unfortunately take place would not that have a tendency to drive the ordinary traffic out of the street? Not at all, because the tramway train would be drawn by horses, and the conductor of the train will be always at liberty to stop them when deemed necessary; it will be more easy to avoid collision, the collision being generally the case by the racing of two omnibuses, who by careless driving do not keep straight their own line in order to outrun the one a-head. On the Continent of Europe the railway frequently cuts the Imperial road into two, and in that case the railway does not interfere with the road for the use of carriages.

344. Does the ordinary road run parallel with the line? No, it crosses it.

345. *By the Chairman*: Not above the level of the road? Just on the level, so that the train can always run on the line without interfering with drays or carriages.

346. Do you know the description of rail used on those tramways you have seen? I know well, but I could not tell you in technical terms.

347. Suppose that no arrangements were made for the delivery of goods in Pitt-street, except at the Circular Quay, in what way would the tramway improve the value of property in that street? The value would be improved by the passenger traffic; passengers could be put down at the corner of every street, and Pitt-street being nearly as central as George-street, a large number would pass in that direction, by which traffic the shopkeepers of course would benefit.

348. *By Mr Black*: It would improve the value of property by making the place one of greater resort? Yes; even if you do not make intermediate goods stations, but brought the goods to the Circular Quay, there would be an improvement in the value of property in Pitt-street, because parties looking after their goods would generally pass through it. Passengers proceeding by railway into the country would also come through Pitt-street, and thus advantage would be derived both from passenger and goods traffic on the line. Passengers would of course come to every corner where the train stopped to pick them up, and thus the whole line of the street would be a place of greater resort.

349. *By the Chairman*: Do you not think it would be better to fix the railway terminus so that locomotive engines might be used—of course by a proper route, so as not to interfere with ordinary traffic? I understand it is intended to make a trial with this tramway, and no other mode of commencing the experiment could be cheaper than taking it from the terminus, down Pitt-street, to the Circular Quay. After seeing how this worked you will be enabled to judge whether it is more desirable to make a railway for a locomotive engine. That would require a larger outlay of money, at least £100,000. If the traffic increased to such an extent as to necessitate the use of a locomotive engine, then from the experience you will have had of the working of the tramway, you will be in a position to say whether it is desirable to expend so large a sum of money in bringing the railway round the city in order to use a locomotive engine upon it. One great consideration is to obtain the advantage cheaply.

350. Do you not think that if the tramway carriages pulled up at the corners of different streets in order to take up or set down passengers, it would have a contrary effect to that you have indicated—namely, to drive the traffic out of the street? I do not think that, because when you go to meet a train you always come, if possible, some few minutes before it starts; and, if there are to be no stations along the line, those who have to wait will, no doubt, walk leisurely along the street, and thus give some benefit to the shopkeeper.

351. Why should they not go to the terminus by the omnibuses in George-street, as at present? George-street is the starting point for all omnibuses for the suburbs; and if, when you want to get to the station in time for a train, you get into an ordinary omnibus, it is not unlikely that the driver would make a little free on the road in order to pick up fresh passengers, and thus delay you till you are too late; and passengers, wishing to be in time for the railway, will take in preference the omnibus tramway.

352. Suppose you had a railway omnibus in Pitt-street, and another in George-street, would there be any particular advantage to be derived from travelling by the tramway? You will always have room, which occasionally is not the case in omnibuses.

353. You think they would be sure to miss the train if they went by an ordinary omnibus in George-street? Yes. The main thing is to get passengers, say for the Glebe or Newtown; then, if they can get one for the railway they will pick him up with pleasure; but, although he might wish to arrive at the station quickly, they would wait as long as they considered necessary to get fresh passengers for the Glebe or Newtown.

Mr. Edward
Teillard.

19 Oct., 1859.

THURSDAY, 16 FEBRUARY, 1860.

Present:—

MR. ATKINSON,

MR. MORRIS.

THOMAS BROUGHTON, ESQ., IN THE CHAIR.

Samuel Hebblewhite, Esq., called in and examined:—

- Samuel Hebblewhite, Esq.
16 Feb., 1860.
354. *By the Chairman:* You are a resident in Pitt-street? I am.
355. You are desirous, I believe, of being examined on the subject of the Pitt-street Tramway Bill? I am.
356. Will you favor the Committee with your opinion as to the advantages to be derived from a tramway down Pitt-street? One of the great advantages is the immense saving in the carriage of goods in the first place, and another is the great convenience to passengers in being able to be put down at any point.
357. Are there any other advantages you can point out? Those are the two main advantages. The difficulty of getting down at the present station is so great that passengers from Parramatta in many instances prefer going by the steamers; and the expense on goods brought from the station to any where in Pitt-street amounts to about 3s. a ton, which is very considerable on heavy goods, such as flour, wool, and other things of a similar kind. I can speak particularly to the feelings of many inhabitants of Pitt-street, especially of the drapers who signed the petition that has been presented to the House—the owners of the large drapery establishments who it is said would be most likely to be damaged. Having personally solicited them for signatures to the petition, I know that nineteen out of twenty signed it without the slightest hesitation.
358. Do you think there would be an objection to the tramway going down Pitt-street on account of the street being so narrow? I do not think there would be, as the rails are to be laid flush with the street, and I therefore do not see that any difficulty would arise.
359. Do you know what is the width of the street generally—some parts are wider than others? The narrowest part is that between Hunter and King streets, but that is the part where there is the least traffic.
360. Do you know the width of the street there? I have not measured it.
361. Do you think it exceeds thirty or thirty-two feet? I think the carriage road would average about forty feet from kerb to kerb.
362. In that particular locality? I have not measured; but I should think the carriage-way, in the narrowest part, would be upwards of thirty-five feet.
363. Would there be any difficulty in loading and unloading drays in Pitt-street during the time the carriages were passing? If there were two drays opposite each other there might be, but it is illegal for drays to stand in that way.
364. They are allowed a sufficient time to load and unload? My impression is that they are not, and if only one dray were standing across the line would run free of the horse's head—as free as the omnibuses do at the present time.
365. Do you know the style of carriage it is proposed to use on the tramway? No, I do not. I do not suppose the plan is decided upon yet by the authorities.
366. Supposing the authorities have decided to have carriages of greater length than omnibuses, would it be possible for horses to pull up suddenly at steep gradients? The steepest gradient is between Liverpool and Goulburn streets, and I should think two horses would do that very well.
367. Supposing a carriage to be coming down the steep gradient of Hunter-street into Pitt-street, would it be easy to stop at the time carriages were passing? I do not see that there would be any danger whatever. No doubt there would be if a man was furiously driving, but not otherwise.
368. In your opinion there would be no difficulty in pulling up the horses suddenly at the point where carriages were passing? I do not think there would be the slightest difficulty in the matter. Persons knowing there was a tramway in Pitt-street would be careful. Besides, the carriages on the tram would not go more than six miles an hour.
369. You would not apprehend any danger to vehicles passing down either King or Hunter street at the same time carriages were passing on the tramway? No. Besides, they are to be drawn with horses, not with a steam-engine.
370. Do you consider it at all objectionable to have a tramway along Pitt-street where the main sewer is—to pass over the man-holes into the main sewer? Not at all.
371. Would there, in your opinion, be any inconvenience caused to the traffic along the street by the connections into the sewers? No; from what I have seen of the system of tunnels I do not think there could possibly be.
372. Are you not aware that all the connections are by open cuttings and not by tunnel? They are not compelled to make them by open cutting. I know that in Park-street I made a tunnel twenty feet long.
373. Are you not aware that in Pitt-street an open cutting is insisted upon? The Corporation have insisted upon some unreasonable things sometimes; I do not see any necessity for open cuttings.
374. If this must be ———? If people choose to be unreasonable and to insist upon open cuttings they ought to be compelled to have it done in the way in which it is possible to be done.
375. Are you aware of the amount invested by the Corporation along Pitt-street in sewers and water mains? I am not aware of the amount, but I am aware that the persons who have

have signed the petition have invested in property in Pitt-street to the amount of £200,000, and they are willing to stand the risk.

Samuel
Hebblewhite,
Esq.

376. Are you aware that the Corporation have invested £150,000 in sewers and water-mains? I know they have thrown away a great deal of money.

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377. Was that done by the Corporation or by the Government? It was done by the authorities.

378. The Corporation having invested £150,000 - — — ? I consider that I, as a citizen, have an investment in the sewers. Who are the Corporation? The citizens. I have an investment in that street to the extent of £15,000, which I am willing to risk.

379. I ask the question: supposing the Corporation to have an investment of £150,000 in Pitt-street, do you think the management of that street should be taken out of the hands of the Corporation, to be placed under the sole management of the Commissioner of Railways? I do not agree with what you lay down; it is a matter for the consideration of the owners of property in that street.

380. You are looking to your own personal interest? I am looking to my own personal interest, also to the interest of my neighbors, and to the interest of the country. Mine is a general interest, anything that benefits me has a tendency to benefit the country. I am one of those fashionable patriots, a pocket patriot, and I say if it is for my benefit, it is for the benefit of the city generally.

381. Do you think it for the interest of the Colony generally that the control of this street should be placed under the hands of a Commissioner and not of the Corporation? I do not agree with the idea which appears to be entertained by you. I consider the Corporation, the Commissioner, and the Government as members of one body corporate; and I do not think it likely that the Commissioner would act in opposition to the general interest, as he is under the control of this House.

382. Should this street be under the control of the Commissioner, would you take it out of the hands of the Corporation? I would, decidedly; because he is responsible.

383. *By Mr. Atkinson:* You mean only as to the working of the tramway? Yes.

384. Your answer to the question would convey that you would take the whole matter from the Corporation? As far as the railway is concerned.

385. *By the Chairman:* You think the investment of the Corporation should be entirely subservient to this tramway? I do not approve of that way of putting the question. The tramway is a great undertaking for the benefit of the Colony generally, as every squatter now sending down his wool to the wharf is taxed by extra cartage.

386. Would you object to the tramway being laid down in a wider street than Pitt-street? I should object to a tramway leading the traffic out of the city.

387. You would object to a tramway in any other street than Pitt-street? If it were away from the centre of the city. The great object should be to keep the traffic where the larger amount of money has been invested. From what I have seen in England, where the railway terminates there the trade concentrates.

388. You consider Pitt-street superior to any other street in the city for a tramway? Yes; because it will cost so little money; it cannot go down any other street without a larger expenditure of money. £7,000 or £8,000 would be the cost of it I believe if it were carried down Pitt-street, and as these are all matters of experiment in a new country, I think the cheapest plan would be the best.

389. Do you approve of the experiment being tried in any other street than Pitt-street? I object purely because it can be done cheaper in Pitt-street than elsewhere; there will be no buildings to take down at either end.

390. Supposing the tramway to run down Pitt-street, would it avoid the necessity of cartage to the railway, or to the station at the tramway? I think it would, under regulations which might be made, having the goods brought up the street at an early hour of the day.

391. At the northern end of the city would they not still have to cart to the tramway? A short distance.

392. From your experience, does it not cost almost as much to cart a short distance as a long distance? Decidedly not. The station on the Circular Wharf would be on low ground, and we all know that carting goods on a level costs less than taking them up steep roads from wharfs.

393. Supposing the station to be on the Circular Quay, would it not cost almost as much to cart goods from Darling Harbor to the station as it now does to cart them to the railway? No; it is a much shorter distance. They would have to come up the hill from Darling Harbor, which is the great difficulty, and they would then have to go a mile or more further in the other direction.

394. Would not the expense of the two, the cartage to the station, and of carriage by the tramway, be almost as great as the present cost of cartage? Decidedly not.

395. What would be the amount of saving? From Botts' Wharf for instance, if there were any amount of goods they could be brought round in a boat, which would cost very little indeed. The cost of taking a load of goods from Botts' Wharf to Circular Quay would be about half-a-crown, while, from Botts' Wharf to the present Railway Station, it could not be done under 4s. 6d.

396. Is not 4s. the regular charge? Whatever is the regular charge I can never get it done. There is a great hill there, and it takes a good horse to draw a load up that hill.

397. Taking the west side of the city from George-street, would it not cost as much to cart goods thence to the proposed station at the Circular Quay as it would to cart them down to the railway? Decidedly it would not cost so much.

398. Is there not the second expense to be taken into account—first, the expense of cartage to the proposed station, and then the expense by the tramway? I do not consider that there

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would be any extra expense for going by the tramway, because that would encourage the general business.

399. Do you not know that it is proposed to make a charge? I do not.

400. Supposing it be the intention to make a charge of one shilling a ton for taking goods by the tramway, would not that, with the cartage to the tramway, be almost as great an expense as carting to the Railway Terminus at present? I think, considering the great convenience it would be, there would still be an advantage in favor of the tramway. If an employer has his own dray he would save the cost in the saving of the time of the man and horse while engaged in making the journey.

401. Do you think it desirable to make the Railway Terminus more in the centre of the city? If it were to be in the centre of the city, somewhere in the neighborhood of Hyde Park, near Elizabeth-street, it would be an advantage, but not if it were to be in the place I have heard mentioned—below the hill near William-street.

402. Would it be more desirable to have the railway run round the harbor—supposing the terminus to be in Hyde Park and the railway to run round the harbor by the Domain to Circular Quay? The shortest cut if the terminus were to be in Elizabeth-street would be by Bligh-street, but it would cost a great deal of money. I think in the present state of the country it is far better to go the cheaper way about it. I understand it would cost more than £100,000 to take it that way—while you can get a tramway for £7,000 I am decidedly in favor of the cheapest line. There is very little trade in Pitt-street just now, and very little obstruction.

403. You consider that running the tramway down that street would improve the trade? I do, and I think there would be very little obstruction of any kind there. I know I speak the feelings of the persons who signed the petition; they were enthusiastic in its favor.

404. *By Mr. Morris:* Can you explain how it would improve the trade of Pitt-street? It is proposed to drop passengers at every street corner, and we know that where passengers are dropped the shops in the neighborhood are likely to get the custom and that I think is powerfully in favor of Pitt-street. The people there are very anxious in that respect. The town is springing up in the neighborhood of the present terminus; I can remember when there was scarcely a house there, and there is now more trade done there than in all the centre of the city where all the money has been expended in improvements. The prosperity of the northern end of the city is going back in consequence of passengers making their purchases at that end of the town, and they often go back without coming into the old part of the city.

405. I apprehend the object of the tramroad is to facilitate the traffic of the railway, would it not therefore be better to have the terminus in the city itself instead of at Redfern? If it could be done at such a cost as the country could afford; but there would be great expense attending the bringing of the terminus into the heart of Sydney.

406. But the interests of the citizens and of the railway would be better consulted by the terminus being in the city than by this tramway down Pitt-street? Of course it would, but it would obviate any of these extra expenses of cartage to which I have referred to; but I think the citizens have an objection to the creating of a new neighborhood, and of taking the railway down the hill by William-street, because that would be a great distance from the heart of Sydney.

407. You have no objection to having a terminus in Elizabeth-street? No, somewhere near George and Pitt streets.

408. *By Mr. Atkinson:* Do I understand you to recommend that as a terminus for goods as well as for passengers? If the room could be spared it would be far better to make a tramway thence down to Circular Quay, for that is the great centre of all business.

409. *By the Chairman:* Do you think it would be desirable to have a tramway along George-street into York-street, passing the Markets, and the station to be at Wynyard-square? You would not then get down to Circular Wharf, the great shipping place, and I think that would be very objectionable; besides, I do not think the people of Wynyard-square would take that in exchange for the proposed Post Office.

410. Would it not be a great accommodation if country people could have their produce brought down to George-street Market? It would be a great improvement.

411. Would it not be equally desirable for passenger traffic? I think it would, if it could be done, be a very good thing; but there would be a great objection to bringing steam carriages through the streets.

412. I am speaking now of a tramway for the bringing down produce and passengers? You would not then get the advantage of bringing down the produce for shipping—heavy goods, as wool and tallow—which are very important items.

413. Beyond wool and tallow, the tramway down Pitt-street would not serve the purpose of bringing down Colonial produce? I think it would.

414. How would you get butter, cheese, and fruit back from the wharf? These are very small items, and they come by the steamers chiefly.

415. The meat? That is provided for in another way.

416. Supposing the slaughter-houses at Liverpool to be used, and this were sent down by railway, would it not be more desirable that it should be brought by way of the markets than that it should be carried on to the wharf? Meat is a very secondary affair, the main staple is wool, tallow, and hides for shipment, and at Circular Wharf there is all convenience for depôts.

417. Is there room at the Circular Quay for a railway station? I consider there might be a very efficient station if the old Commissariat Store were devoted to that purpose.

Ambrose Foss, Esq., called in and examined :—

418. *By the Chairman* : You are a resident in Pitt-street, I believe ? I have business A. Foss, Esq. premises there.
419. You are anxious to be examined on the subject of the tramway down Pitt-street ? I 16 Feb., 1860. am not particularly anxious, but I was asked to come before the Committee, and I am glad of the opportunity.
420. Will you favor the Committee with your idea of the advantages to be derived from a tramway down Pitt-street ? I am not prepared to say what advantage would result from it, for I have not given that a thought.
421. Do you believe that it would enhance the value of the trade or bring a larger amount of trade down that particular street ? Yes.
422. That is one of the advantages you think would be derived from having a tramway there—that it would increase the passenger traffic ? I think so.
423. Do you know any other advantage that would be derived from having a tramway down the street ? I think it would be a very important one with reference to wool and other produce sent down from the western and southern districts for export.
424. Do you think it would lessen the expense of transport ? I think so.
425. Are you aware that the Corporation have a sum of £150,000 invested along that street, in the way of sewers and water-mains ? I am aware that they have incurred a very large expense for those works.
426. Would you give the control and management of those works over to the Commissioner of Railways, and take them out of the hands of the Corporation entirely ? That is a question I am not prepared to answer.
427. Do you know that under the provisions of the Act for the management of railways the street must necessarily fall under their management if the tramway runs down that street ? I am not aware of the fact.
428. Supposing that to be the fact would you, for the sake of running the tramway down there, take the management and control of that street out of the hands of the Corporation and place it in the hands of the Commissioner ? I think it is likely to be more effectually managed under the Railway Commissioner than under the Corporation.
429. Could he manage the water-works in that street without taking the water-works entirely into his hands ? I am not aware that it would be necessary for the Commissioner to take the entire control of the water-works. I should think he need simply have charge of the main down Pitt-street.
430. There are sewers also, as well as the water-main ? Yes, but other streets have sewers as well.
431. Do you think that there should be two conflicting interests—the Commissioner having the management of the surface and the Corporation having the control of the sewers and water-mains underneath ? I should judge that the Commissioner of Railways would manage the thing as efficiently as the Corporation, but I am not prepared to say whether it would be desirable that he should have the control of the whole of the water-works or of the sewerage.
432. Do you think it would be desirable to have a tramway running along the street where the man-traps are for getting into the sewers—where the fire-plugs and locks are for water ? I imagine that, in laying down the tramway, provision will be made for communicating with the plugs and man-traps, and probably in a much better way than at the present time.
433. In what way much better ? I apprehend that in laying down the tramway they would make such openings that the sewers could be got at with greater facility than now.
434. Could the tramway be employed while men were at work at the man-holes ? As a matter of course.
435. Would it not stop the working of the tramway for the day ? Of course everything would depend upon the manner in which these man-traps were covered ; at present, from the immense labor of opening them, they obstruct the traffic through the street when they are opened.
436. Would not the same evil exist with regard to the tramway ? I doubt that, for I think the tramway sleepers and rails would be so constructed—I am merely supposing this, for I have not seen the plan—that there would be greater facility in communicating with the sewers by the man-traps.
437. Would not the traffic of the tramway be interfered with while communication with the sewers from the open cuttings were made ? I do not know the gauge or width of the tramway at all. I have not seen a plan, and do not know whether it is the narrow or the broad gauge.
438. You are aware that Pitt-street is about the narrowest street we have in the city ? It is much narrower than some parts of George-street.
439. Towards the northern end of Pitt-street before you get to Hunter-street ? Yes, I am aware that Pitt-street in some parts is narrower than it should be, but then you are aware that some of the obstructions must in the course of time be removed.
440. Could drays conveniently load and unload during the time the carriages on the tramway were passing ? I think so.
441. Would there be sufficient space ? I know with reference to my own premises that a dray can load and unload without any difficulty, and without obstructing the traffic up or down ; and I imagine they would do so with the same facility when the tramway should be laid down.
442. Would it be desirable to try the experiment of a tramway upon a wider street than Pitt-street ? There might be a difference of opinion upon that. The only two streets that

A. Foss, Esq. I conceive are adapted for that purpose are either George or Pitt street, from the facility of approaching the Circular Quay; and that I imagine is the principal object of the Railway
 16 Feb., 1860. Commissioner.

443. You would give the preference to Pitt-street over all other streets? I am not so thoroughly wedded to Pitt-street as to think that the only street; still I think, as a direct communication between the present Railway Terminus and the Circular Wharf, that Pitt-street has the advantage of the other streets.

444. Supposing a terminus to be erected at Hyde Park, would that be more desirable than a tramway along Pitt-street, or any other street? Most decidedly not; I think that would be a suicidal act.

445. To have a terminus any where near Hyde Park? Yes, to have the whole traffic of Sydney to come up hill. The great object, I think, is to carry the railway to the centre of commerce.

446. But supposing a railroad to be laid down round the Circular Quay from a terminus to be established in Hyde Park, would you consider that desirable? So far as the conveyance of produce from the interior to the shipping, I think there would be no advantage beyond the present terminus.

447. Would there be any saving of expense in the shape of cartage to the people along Darling Harbor by having the terminus at the Circular Quay? To a portion of them, but I do not think, as a whole, it would. The great advantage of this tramway would be the facility it would give to persons in the western and southern parts of the Colony in sending down their wool and other produce to the shipping for export.

448. You think it would not be much saving of expense in the cartage of goods to the tramway in lieu of to the terminus as at present, taking into account the cost of carriage by the tramway itself? I think it would, to a certain portion of the merchants and trading community of Sydney; and I think, to facilitate the business, it should be optional to parties to send their goods either to the tramway station or to the present terminus. I do not think it should be obligatory upon the trading community to send all their goods to the Circular Wharf.

449. Have you any further observations to offer to the Committee? None.

1859.

Legislative Assembly.

NEW SOUTH WALES.

FREIGHT ON RAILWAY CHAIRS & KEYS PER "MADURA."

(PETITION OF J. C. PROST, VICE-CONSUL FOR THE NETHERLANDS.)

Ordered by the Legislative Assembly to be Printed, 5 October, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Vice-Consul of the Netherlands,—

SHEWETH:—

That your Petitioner most respectfully begs to represent to your Honorable House, on behalf of Captain T. A. N. Schagen Van Leeuwen, Commander of the Dutch barque "Madura," now arrived from Amsterdam and laying in this port, a contract, the particulars of which you find below, which his owner, Mr. W. C. Versluys, at Rotterdam, has entered into with Messrs. Lloyd, Beilby and Co., the agents of the New South Wales Government, by their agents in Rotterdam.

This contract or charter party, dated Rotterdam, 22 February, 1859, in substance, sheweth:—

1.—That Messrs. Lloyd, Beilby and Co. have chartered the Dutch barque "Madura" for a voyage from Amsterdam to Sydney for a sum of *f*15,600, at the exchange of *f*12 per £ st.—equal to £1,300 in full for the use and hire of the said vessel.

2.—That, however, all passage money is to be for ship's benefit.

3.—That the above stipulated freight or charter money of £1,300 is to be paid to the owners, as follows:—

One-third by charterers' acceptance at three months date from the day of the ship's final sailing from Holland, and the remainder on right and true delivery of the cargo in port or ports of discharge, the portion payable in Australia to be secured by bills of lading.

4.—That the master is to sign bills of lading at any rate of freight the charterers may choose, without prejudice to this charter.

5.—A penalty for non-performance of this charter—amount of freight.

Your Petitioner further begs to submit to your Honorable House, that amongst a general cargo of merchandize the vessel has also loaded—9,180 Railway Chairs, 24 casks Elm Keys for the New South Wales Government, and shipped by their agents, Messrs. Lloyd, Beilby & Co., in London, according to bill of lading dated Amsterdam, 13 April, 1859.

That in the bill of lading is stated "freight paid in London," and that according to the terms of the charter party the Captain was bound to sign his name thereunto.

That there cannot be any doubt that the Captain has signed such bill of lading in full reliance that the acceptance of the one-third of the charter money ($\frac{1}{3}$ of £1,300=£433 Gs.) would be given by Messrs Lloyd, Beilby and Co., agents of the New South Wales Government, and duly honored at maturity.

That,

2 FREIGHT ON RAILWAY CHAIRS & KEYS PER "MADURA".—PETITION.

That, however, the bill of £433 Gs. when presented to Messrs. Lloyd, Beilby & Co., in London, was refused acceptance and accordingly protested, and is now laying with the protest in the office of the Dutch Consulate.

That the amount of freight due upon the above-mentioned Railway Chairs and Elm Keys amounting to £203 2s., which forms part of the bill of £433 Gs. (the entire one-third of the charter money) is therefore not paid to the owner of the vessel and still due upon these goods.

Your Petitioner therefore respectfully prays that your Honorable House will take the matter into your best consideration, and afford Captain T. A. N. Schagen Van Leeuwen such relief as your Honorable House may see fit.

J. C. PROST.

Vice-Consul of the Netherlands.

Sydney, 4 October, 1859.

1859.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY FARES.

(LANDED PROPRIETORS AND RESIDENTS OF THE COUNTY OF CUMBERLAND,
IN PUBLIC MEETING ASSEMBLED.)

Ordered by the Legislative Assembly to be Printed, 11 October, 1859.

To the Honorable the Members of the Legislative Assembly of New South Wales, in
Parliament assembled.

The humble Petition of the Landed Proprietors and Residents of the County
of Cumberland, in Public Meeting assembled,—

SH EWETH :—

That your Petitioners have long suffered under a variety of grievances caused
by the high rates of charge for passengers and goods traffic imposed by the Board of Manage-
ment for the Great Southern Line of Railway, in the County of Cumberland, New South
Wales.

That, notwithstanding numerous and repeated complaints having been made to the
aforesaid Board, little or no attention has been paid to them.

Your Petitioners, therefore, pray that your Honorable House will be pleased to call
for all correspondence, as well as all reports, and minutes of all deputations, that have been
directed to, and have waited upon the aforesaid Board of Management, on and from the date
when Government assumed the control and management of Railways in this Colony, in order
that the grievances alluded to may have immediate attention and redress.

And your Petitioners will ever pray.

[Here follow 6 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY FARES.

(PETITION OF CERTAIN INHABITANTS OF BURWOOD RELATIVE TO.)

Ordered by the Legislative Assembly to be Printed, 7 October, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the undersigned Inhabitants of Burwood and its neighborhood,—

SH EWETH :—

That your Petitioners, recognizing Railways as calculated to confer immense advantages, both material and moral, in their peculiar adaptation to the circumstances of this Colony, are of opinion that, in consequence of the system of fickle management and high charges hitherto adopted, those advantages have not been obtained.

That your Petitioners are of opinion that the following Scale of Fares, permanently fixed, would be calculated, not only to make these great and essential public works popular, but yield, ultimately, a much larger revenue, and render the resources of the Colony available to the public.

SCALE OF FARES.

	CLASS CARRIAGES.									
	First.			Second.			Third.			
	£	s.	d.	£	s.	d.	£	s.	d.	
Single fares	0	0	2	0	0	1½	0	0	1	} per Mile.
Return fares.....	0	0	1	0	0	0¾	0	0	0½	
Monthly fares	0	5	6	0	4	0	0	2	6	
Quarterly fares	0	15	0	0	10	0	0	7	0	
Half-yearly fares.....	1	5	0	0	18	0	0	12	6	
Yearly fares	2	0	0	1	10	0	1	0	0	

Together with a corresponding reduction in all other charges.

That the foregoing statements having been repeatedly pressed on the attention of the Commissioners, and disregarded by them, your Petitioners, therefore, have no confidence in their management, and are further of opinion that the appointment of a responsible Minister for Railways and Internal Communications would contribute powerfully to the development of this great national enterprise.

That, as there is no public question of more permanent importance to this Colony, nor one in which the public at large are more deeply interested, than the progress and proper management of Railways, your Petitioners respectfully but earnestly pray that you will see fit to cause such steps to be taken as will give effect to the subject matter of this Petition.

[Here follow 139 Signatures.]

P

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY EXTENSION CONTRACTS.

(CORRESPONDENCE RELATIVE TO.)

Ordered by the Legislative Assembly to be Printed, 3 February, 1860.

(Return on Motion of Mr. Piddington.)

CORRESPONDENCE relating to the construction of the Railway Extensions, between the Commissioner, and the Engineer-in-Chief for Railways, and the Agent of Sir S. M. Peto, Brassey, and Betts.

Laid upon the Table in satisfaction of the Address of the House, dated 29 September, 1859.

N.B.—Such letters only between the Government and the Commissioner for Railways have been included as appeared absolutely necessary to elucidate the Correspondence between the Commissioner, the Engineer-in-Chief, and the Agent of Sir S. M. Peto, Brassey, and Betts.

The Correspondence now laid upon the Table of the House terminates with the date of the Order of the House; but it is intended to lay upon the Table all further Correspondence of importance between the Commissioner and the Agent of Sir S. M. Peto and Co., and also all Correspondence between the Government, the Commissioner, and the Agent of that firm.

RAILWAY EXTENSION CONTRACTS.

SIR S. M. PETO to COMMISSIONER FOR RAILWAYS.

9, Great George-street,
Westminster, 10 January, 1859.

SIR,

I beg to inform you that Mr. William Rhodes, the confidential Agent of Mr. Brassey, Mr. Betts, and myself, goes to Sydney by this Mail, fully empowered by us to examine into the question of the construction of Railways in New South Wales, with a view to the matter being taken up by my firm. Mr. Rhodes having a brother in Melbourne is anxious to remain there a day or two on his way to Sydney, but will lose no time unnecessarily in getting to his destination.

I have, &c.,
S. MORTON PETO.

P.S.—Mr. Gabrielli is accompanying Mr. Rhodes, to assist him in carrying out the negotiations already entered into.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 2 April, 1859.

SIR,

Referring to your communication to Sir S. M. Peto and partners, under date the 11th August, 1858, and to the enclosures therewith transmitted, I have the honor, on their behalf, to acknowledge the receipt of these documents, and to inform you that I have been deputed by that firm to visit this Colony, for the express purpose of carrying out the negotiations which formed the subject of such communication, and that I am armed with full powers to conclude a definite arrangement.

Sir S. M. Peto, Brassey, and Betts, are willing to contract with the Government of New South Wales, for the construction in the first instance of the unformed portions of the lines between Parramatta and Penrith, and Campbelltown and Picton, and I am authorised on their behalf to propose terms, of which the following is a general statement, and which, if acceded to, will form the basis of the contract to be hereafter entered into, subject to such modification as may be suggested.

This I believe will be found in perfect consonance with the agreement and schedule of prices enclosed in your communication. >

Sir S. M. Peto, Brassey, and Betts will agree to execute the whole of the works above-mentioned, at the prices specified in the schedule herewith sent, subject to the fluctuation hereinafter mentioned, provided the Government should wish it.

The prices aforesaid have been fixed on the assumption that labor can be procured in respect of the first six items mentioned in the schedule at seven shillings and sixpence, and in respect of the last item at eleven shillings, per diem; should, however, these rates from time to time increase or diminish, rateable increase or deduction shall be made to or from the said prices in proportion that the prevailing rates of wages (to be ascertained as hereinafter mentioned) shall vary from the standard on which the present calculations are based, and such increase or diminution shall commence from time to time from the period at which any variation in the prevailing rate of wages shall be ascertained as hereinafter mentioned.

The prevailing rates of wages to be ascertained monthly, and agreed to between myself and the Chief Commissioner of Railways, and if any difference of opinion shall arise, the points in difference to be referred to arbitration.

Should the Government not adopt the sliding scale above named, and the price of labor increase to the extent of fifteen per cent. above the standard aforesaid, Messrs. Peto, Brassey, and Betts to have the option of discontinuing the works for the period of eight months.

Sir S. M. Peto, Brassey, and Betts will accept payment, either in cash or in debentures, bearing interest at 5 per cent., redeemable within twenty-five years, at such prices as shall be mutually agreed upon at the time of the Contract being executed.

Such payment, as well for work performed, and as also for materials supplied, shall be made monthly, and shall be in the proportion of ninety per cent. on the estimated value thereof, and the Government Engineer shall certify as to the performance of the work, and a final settlement shall be arrived at once in every three months, when the balance of such payment shall be made.

The Engineer's certificate to be final unless Sir S. M. Peto, Brassey, and Betts' agent in the Colony shall, within fourteen days, express his dissatisfaction therewith, in which case the matter in dispute shall be referred to arbitration.

Sir S. M. Peto, Brassey, and Betts to undertake to complete the said works within the period of _____ months, but, in the event of any discontinuance of such works on the ground of the excessive increase of the prevailing rate of labor, as aforesaid, then the period to be correspondingly enlarged.

Sir

Sir S. M. Peto, Brassey, and Betts to have the option of purchasing, at a valuation to be made in the usual way, all the plant and implements now upon or used and employed in or about the portions of the lines referred to, already commenced, and to be allowed the use of all such iron rails and chairs belonging to the Government as may be by them required.

Sir S. M. Peto, Brassey, and Betts presume that the Government will interpose no objection to free passages being, from time to time, allowed to the Contractors, their servants, and laborers, by all ordinary trains, during the continuance of the Contract, and that arrangements will readily be made for the conveyance of the materials, plant, and machinery requisite for the prosecution of the works in question, upon such a reduced scale as may be agreed on.

Messrs. Sir S. M. Peto, Brassey, and Betts to be entitled to remission orders to the extent of eighty per cent. of the amount usually allowed in aid of Immigration, according to the Emigration Regulations, in respect of all laborers and artisans who may be brought to the Colony by them for the execution of the works.

It must also be understood that the whole of the works, of whatever nature and description required in making the railway up to, and including the laying of the rails and ballasting them, to be included in the Contract.

Messrs. Peto, Brassey, and Betts are induced to enter into this small Contract with a view of shewing the Government in what efficient manner railway works can be carried out in New South Wales; with a view of obtaining hereafter the making of the extensive lines contemplated, and can scarcely venture to calculate on obtaining much (if any) profit upon this transaction, as the large amount of railway plant and the staff of skilled officers and men they will be obliged to introduce into this country will entail upon them a vast expense they do not expect to be repaid upon the profits arising from so small a Contract.

I may finally point out to the Government that, as it will be necessary for us to introduce a vast amount of labor of the very best description, it must be evident that the Government will be largely benefited by such important immigration.

I have, &c.,
A. RHODES.

[Enclosure.]

GREAT RAILWAY.

EXTENSION

2nd April, 1859.

FORM OF TENDER.

I HEREBY propose to execute the whole of the _____ required in the construction of that portion of the Great _____ Railway, comprised in Contract No. _____, commencing at or near to _____, and being a length of _____, or thereabouts, in strict accordance with the plans and specification at the following prices:—

	£	s.	d.
EXCAVATION from cuttings taken to embankments named in the disposal sheet not exceeding half a mile lead, at per cubic yard	0	2	9
Ditto from road approaches taken to embankment, not exceeding a quarter of a mile lead, at per cubic yard	0	2	6
Ditto from side cuttings to embankment not exceeding three runs, at per cubic yard	0	1	9
Ditto extra for any additional run, at per cubic yard	0	0	3
Ditto from side ditches, including forming of mound alongside the ditch, at per cubic yard ..	0	2	0
Ditto, if rock, taken to embankment, named in disposal sheet not exceeding half a mile lead, at per cubic yard	0	5	6
BRICKWORK, in mortar, to piers to bridges, wing-walls, foundations, &c., at per cubic yard ..	3	0	0
Ditto in cement to ditto, at per cubic yard	3	5	0
Ditto in mortar to culverts, all sizes, at per cubic yard	3	0	0
Ditto in cement to ditto, at per cubic yard	3	5	0
Excavation in foundations to bridges, culverts, &c., at per cubic yard	0	2	6
Ditto if rock to ditto, at per cubic yard	0	4	0
TIMBER (Ironbark) in bridges, including the fixing of all ironwork, at per cubic foot	{	hewn	0 4 6
	{	sawn	0 6 0
IRONWORK, including bolts, nuts, and straps, at per lb.	0	0	6½

The prices in the preceding schedule include all labor, materials, scaffolding, and workmanship of every kind necessary for the full and perfect completion of the works, and to the entire satisfaction of the Engineer-in-Chief.

Name
Address

To the Railway Commissioners.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR S. M. PETO & Co.

Railway Branch,
Department of Internal Communication,
2 April, 1859.

SIR,

I am directed by the Commissioner to acknowledge the receipt of your letter of this day's date, conveying the terms and conditions upon which you offer to construct certain railway lines in this Colony, and to inform you that your letter shall be transmitted to the Government for their consideration.

I have, &c.,
JOHN RAE,
Secretary.

COMMISSIONER.

COMMISSIONER FOR RAILWAYS to UNDER SECRETARY FOR LANDS AND PUBLIC WORKS.

*Railway Branch,
Department of Internal Communication,
Sydney, 2 April, 1859.*

SIR,

Three Enclosures.

I have the honor to transmit herewith, for the consideration of the Secretary for Lands and Public Works, a communication received from Mr. Rhodes, dated this day, conveying the terms and conditions upon which, as agent for Sir S. M. Peto and Co., he is prepared to undertake the construction of the authorised railway extensions to Picton and Penrith, together with the schedule of prices alluded to therein, and a copy of my letter, dated this day, to Mr. Rhodes, acknowledging the receipt of his communication.

In forwarding these papers without delay, I must not be understood as recommending the acceptance of Mr. Rhodes' proposals as they now stand.

I enclose also a tender, dated 31st ultimo, from Mr. Gibbons, on behalf of Messrs. Randle and Co., to execute the whole of the railway extensions now authorised, as well as any lines that may hereafter be sanctioned, at the same schedule of prices that Mr. Gibbons is now executing the first portion of the Great Western Railway Line; together with a copy of a letter from myself to Mr. Gibbons, dated 1st instant, requesting an explanation of the tender sent in, and Mr. Gibbons' reply, dated this day.

Although the tender of Messrs. Randle and Co. was entirely uncalled for, I think it my duty to forward it for the information of the Government.

I have, &c.,

B. H. MARTINDALE.

AGENT FOR SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 5 April, 1859.

SIR,

Referring to my letter of the 2nd instant, I find that it did not contain a proposal on the part of Messrs. Peto, Brassey, and Betts, to perform the Northern Line of Railway from Maitland to Singleton. I now, on the part of that firm, beg to include that portion of railway works, and propose performing them on the same terms and conditions as those contained in my letter for the performance of the railways to Picton and Penrith.

I have, &c.,

A. RHODES.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF
SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
9 April, 1859.*

SIR,

I am directed by the Commissioner to acknowledge your letter of the 5th instant, proposing to construct the remaining portion of the extension of the Great Northern Railway from Maitland to Singleton on the same terms and conditions, and at the same schedule of prices, as submitted by you in your letter of the 2nd instant for the Great Southern and Western Lines, and to inform you that your letter has been transmitted to the Government for their consideration.

I have, &c.,

JOHN RAE,
Secretary.

COMMISSIONER FOR RAILWAYS to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 15 April, 1859.*

SIR,

The proposals contained in your letters of the 2nd and 5th instant, which were acknowledged by me on the 2nd and 9th instant, having since been fully considered at your interviews with the Government, I have the honor now, by the direction of the Government, to state the particulars of the arrangements finally made with you in lieu of the proposals contained in your letters already referred to.

2. The Government agree to contract with Sir S. M. Peto, Brassey, and Betts for the construction of the authorised lines of Railway from Menangle to Picton, from the Blacktown Road to Penrith, and from Lochinvar to Singleton, at the prices specified in the Schedule attached to this communication, and marked A.

3. In the event of its being shewn to the satisfaction of the Government that an extraordinary pressure exists for labor, the Government will be prepared to extend the period within which the works are by the contract required to be performed.

4. The Government accept the proposition to pay at their option, either in cash or debentures to be issued at 98, bearing interest at 5 per cent., and redeemable within 25 years.

5.

5. Payment will be made once in every month, on the Engineer's certificate, as the work proceeds, in the proportion of 90 per cent. of the work actually executed, and the remaining 10 per cent. will be paid after the Engineer has certified that the whole of the works have been completed to his satisfaction.

6. The whole of the extensions herein named shall be completed, and ready to be opened for public traffic on or before the 31st December, 1860.

7. The Government will allow Sir S. M. Peto and Co. to purchase, at a fair valuation, any plant or implements in their possession which they can spare, and the Government will allow Sir S. M. Peto and Co. the use of such rails and chairs as they can spare, on payment of 10 per cent. per annum on their value, and on condition that any rails or chairs destroyed or rendered useless shall be paid for at their cost to the Government.

A free pass will be allowed to Mr. Rhodes upon any Government line of railway, and to one agent upon each extension, while employed upon the construction of railways for the Government.

The whole of the works, of whatever nature and description required in making the extensions herein named, shall be included in the contract, and any work for which a price is not given in the schedule hereunto attached, and marked A, shall be paid for at a price to be agreed upon at the time.

But should the Government and the contractors not agree to the prices not specified in the schedule, the Government retains the right of otherwise executing the work.

The usual bond and contract in accordance with the above arrangements will be prepared by the Civil Crown Solicitor.

The Government entertain no doubt that Messrs. Peto, Brassey, and Betts will carry out the railway works intrusted to them in such a thoroughly efficient manner as to justify the unusual course that has been taken in departing from public competition.

I have, &c.,

B. H. MARTINDALE.

[Enclosure.]

A.

GREAT RAILWAY.

EXTENSION

Date 18

FORM OF TENDER.

I HEREBY propose to execute the whole of the _____ required in the construction of that portion of the Great _____ Railway comprised in Contract No. _____, commencing at or near to _____, and being a length of _____, or thereabouts, in strict accordance with the plans and specifications, at the following prices:—

	£	s.	d.
Excavation from cuttings taken to embankment, at per cubic yard	0	2	7½
Ditto from road approaches taken to embankment, not exceeding a quarter of a mile lead, at per cubic yard	0	2	7½
Ditto from side cuttings to embankment, not exceeding three runs, at per cubic yard	0	1	9
Ditto extra for any additional run, at per cubic yard	0	0	3
Ditto from side ditches, including forming of mound alongside the ditch, at per cubic yard	0	2	0
Ditto, if rock, taken to embankment, at per cubic yard	0	4	9
Brickwork, in mortar, to piers, to bridges, wing-walls, foundations, &c., at per cubic yard	2	15	0
Ditto in cement to ditto, at per cubic yard	3	0	0
Ditto in mortar to culverts, all sizes, at per cubic yard	2	15	0
Ditto in cement to ditto, at per cubic yard	3	0	0
Excavation in foundations to bridges, culverts, &c., at per cubic yard	0	3	0
Ditto if rock to ditto, at per cubic yard	0	6	0
Timber (ironbark) in bridges, including the fixing of all ironwork, at per cubic foot	0	5	0
Ditto (Memel or Riga) at per cubic foot	0	5	0
Ironwork, including bolts, nuts, and straps, at per lb.	0	0	6½

The prices in the preceding Schedule include all labor, materials, scaffolding, and workmanship of every kind necessary for the full and perfect completion of the works, and to the entire satisfaction of the Engineer-in-chief.

To the Railway Commissioners. Name Address

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 15 April, 1859.

SIR,

Having reference to my former letters of the 2nd and 5th instant, I now offer, on behalf of Messrs. Peto, Brassey & Betts, to perform the railway work between Campbelltown and Menangle, at the same rate of schedule prices as may ultimately be agreed to between us in respect of the other portions tendered for.

I also agree to take upon myself the performance of all contracts which may have been entered into by the Government in respect of this portion, and to purchase at cost price the plant purchased by the Government for the making of the above-mentioned portion of railway.

I have, &c.,

A. RHODES.

COMMISSIONER,

COMMISSIONER FOR RAILWAYS to UNDER SECRETARY FOR LANDS AND PUBLIC WORKS.

*Railway Branch,
Department of Internal Communication,
Sydney, 15 April, 1859.*

SIR,

I have the honor to transmit herewith, for the information of the Secretary for Lands and Public Works, a letter of this day's date from Mr. A. Rhodes, containing an offer for the construction of the Railway works between Campbelltown and Menangle.

I recommend that the construction of this line should be intrusted to Messrs. Peto, Brassey & Betts, under arrangements similar to those agreed upon for the extensions to Pieton, Penrith, and Singleton;—Messrs. Peto & Co. also taking upon themselves the performance of all engagements entered into by the Government in respect of this line, and purchasing at cost price the whole, or such part as the Government can spare, of the plant purchased by the Government for the making of this line.

The works to be completed, and the line ready to be opened for public traffic on or before the 31st December, 1859.

I have, &c.,

B. H. MARTINDALE.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 19 April, 1859.

SIR,

I have the honor to acknowledge your letter of the 15th April, informing me that the proposals contained in my letters of the 2nd and 5th instant had been fully considered by the Government; and that, by direction of the Government, you would state the particulars of the arrangement finally made with me, in lieu of the proposals made by me.

2. In reply I have to state, that although I acquiesce generally in the terms of your letter, several of its clauses will require some modifications.

3. On behalf of Messrs. Peto & Co. I agree to paragraph No. 2.

4. I also accede to No. 3, with this modification, which is in accordance with the agreement prepared by you for Messrs. Peto's acceptance, namely,—that if labor should exceed fifteen per cent. on the present prices, then that the period agreed on for the completion of the works shall be extended, in order to afford Messrs. Peto & Co. an opportunity of making such arrangements for carrying on the works without incurring a severe loss, which the very small margin of profit left by the Government would undoubtedly expose them to.

5. I also accede to paragraphs 4 and 5.

6. No. 6:—I agree to the time within which the works are to be completed, assuming that all the plans and the lines are now ready for immediate operations. Should not this be the case, then within twenty months from the day in which I shall be placed in that position.

7. No. 7:—As the work is to be completed by so early a period, and as, in order to accomplish this work, great exertions will have to be made on various portions of the line simultaneously, a great quantity of rails and chairs will be required; and as, by the wording of this clause, the Government only propose to allow me the use of such rails and chairs as can be spared,—in agreeing to the clause, I do so on the assumption that the Government will send for and procure the rails which will be necessary for the line at once, in order that I may have sufficient to proceed with the work. Indeed the Government will require these for the opening of the Railway when the works are completed; and would, I presume, as a matter of course, for their own sakes, adopt this suggestion. The next clause, relating to extra work, is far too indefinite. I have no objection to setting forth a schedule of prices for all extra work that may be required; or if it be left to after settlement, then it appears to me, that in case of disagreement the Government should not be the judges in their own case, but that the prices should be left to some indifferent person agreed to by both parties.

8. I am lastly to call your attention to the question of the importation of labor. By the agreement sent to Messrs. Peto, and drawn since the new Emigration Regulations, Mr. Gabrielli, acting for Messrs. Peto, was to be allowed remission orders to the extent of 80 per cent. on all labor imported by them for the Railway.

I understand the Government would prefer, that in the matter of emigration Messrs. Peto should avail themselves of the Emigration Regulations as they now stand; and this I am willing to agree to, on this understanding,—that the Emigration Regulations (so far as Messrs. Peto are concerned) shall continue in force during the period of their contract; or in other words, that they shall be at liberty to import so much labor as they require, on payment of the usual deposit under the present regulation.

I have, &c.,

A. RHODES.

COMMISSIONER

RAILWAY EXTENSION CONTRACTS.

7

COMMISSIONER FOR RAILWAYS to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 21 April, 1859.*

SIR,

I have laid before the Government your letter of the 19th instant, in which you propose that some alterations should be made in the agreement entered into on the 14th instant with you, on behalf of Sir S. M. Peto and Co., for the construction of certain railways, and I am directed to reply that, although the Government cannot admit your right to re-open the consideration of any of the particulars then discussed and determined upon, they are willing, as far as possible, to meet your present views.

2. The Government cannot accede to the proposal contained in the fourth paragraph of your letter, but I am authorised to say that they would consider 12s. (twelve shillings) a day wages for laborers, and 18s. (eighteen shillings) a day wages for mechanics, as indicating such a pressure as would warrant their acting upon the provisions contained in the third clause of my letter of the 15th instant. It may, perhaps, be as well that I should here notice that the tenor of your letter would seem to imply that the agreement which the Government were willing in 1858 to have made with Mr. Gabrielli is in force; of course that is not intended.

3. In reference to the sixth paragraph of your letter, I am to observe that all the information necessary to enable you to make your arrangements for proceeding with the works can be at once supplied to you; and that the plans and sections will be placed in your hands as required, so that your operations will not be delayed for want of them.

4. In reference to the seventh paragraph of your letter, the rails, chairs, &c., necessary for the whole of the authorised extensions, have long since been sent for, and these will be in the Colony when required. But as these cannot, as you have already been informed, be permitted to be used for temporary purposes, the progress of the work up to the formation level is in no way dependent on their arrival. The Government, however, will, as stated in my letter of the 15th instant, afford you in this, as in other matters, such facilities as they can.

5. As regards the schedule of price for all extra work, the Government are willing that this should be at once determined as far as practicable, and they consider that for any work for which the price cannot now be settled ample protection is afforded to you by the power you possess of representing your views to the Government at the time of fixing the rates.

6. In reference to the eighth paragraph of your letter I am to observe, that in the draft agreement to which you refer the clause providing for the importation of labor was a restrictive and not an enabling clause, as will be seen by reference to it; and while the Government have not thought it necessary to insist upon that restriction in the present contract they cannot consent to embarrass the operations of the Government with reference to immigration by adopting your proposal, that the present Immigration Regulations shall continue in force during any fixed period. At the same time the Government are willing to render you every reasonable facility in this matter.

I have, &c.,

B. H. MARTINDALE.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

21 April, 1859.

SIR,

I have the honor to acknowledge your letter of the 21st April instant, in reply to mine of the 19th.

2. During your absence I had the favor of an interview with the Government, and having carefully considered the various points in dispute, I now transmit to you the terms of arrangement which have been finally agreed to between us.

3. The time for the completion of the contract is settled at twenty-six months from this date; the Government undertaking to deliver over immediately the five miles Menangle Extension, to furnish us with plans, and put us in possession of fifteen continuous miles of railway within two months, and the plans and lines for the remainder of the contract within three months.

4. I am to be entitled to all such rails and chairs as may be in possession of the Government and necessary for carrying on the works (including those which may have been sent for the permanent way), and which may not be required by the Government, upon the terms previously arranged, and subject to my payment for all damage or injury that may be done to them whilst in my occupation.

5. A schedule of prices for all extra work, as far as practicable, is to be prepared at once and agreed to between us, and any extra work for which the price cannot now be settled is to be left to future arrangement.

6. I waive the eighth paragraph contained in my letter of the 19th April, and accept in its stead the sixth paragraph of your letter of the 21st April.

I have, &c.,

A. RHODES.

COMMISSIONER

RAILWAY EXTENSION CONTRACTS.

COMMISSIONER FOR RAILWAYS to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 23 April, 1859.*

SIR,
I have laid before the Government your letter of the 21st instant, and I am directed to reply that the Government have no objection to make to the terms as named therein, with the exception of those contained in the 4th paragraph of your letter, to which the Government cannot accede, but they are prepared, as you have already been informed, to render you such facilities as they can.

The working plans and sections will be ready as required.

I have &c.,

B. H. MARTINDALE.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 23 April, 1859.

SIR,
I have the honor to acknowledge the receipt of your letter of to-day's date, and I beg in reply to state that I agree to the fourth paragraph of my letter of the 21st instant being excepted from the terms thereof, and that I am willing to rely upon the assurance which you mention to me: that the Government is prepared to render such facilities as they can in reference to the matters to which such 4th paragraph relates.

I have, &c.,

A. RHODES.

COMMISSIONER FOR RAILWAYS to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 26 April, 1859.*

SIR,
I have laid before the Government your letter of the 23rd instant, and I am directed in reply to inform you that the Civil Crown Solicitor has been directed to prepare the usual contract and bond.

I have, &c.,

B. H. MARTINDALE.

COMMISSIONER FOR RAILWAYS to AGENT OF SIR S. M. PETO & Co.

*Department of Internal Communication,
Sydney, 26 April, 1859.*

SIR,
I have laid before the Government your letter of the 15th instant, offering, on behalf of Messrs. Peto, Brassey, and Betts, to perform the railway work between Campbelltown and Menangle, and I am directed to inform you that the Government will intrust the construction of this line to Messrs. Peto and Co., as communicated to you by my letter of the 23rd instant, under arrangements similar to those agreed upon for the extension to Singleton, Penrith and Picton; Messrs. Peto and Co. also taking upon themselves the performance of all engagements entered into by the Government in respect of this line, including those with the laborers now at work upon it, and purchasing at cost price the whole, or such part as the Government may desire, of the plant purchased for the making of this line, and the line to be completed by the 31st December 1859.

The Civil Crown Solicitor has been requested to prepare the usual contract and bond.

I have, &c.,

B. H. MARTINDALE.

COMMISSIONER FOR RAILWAYS to UNDER SECRETARY FOR LANDS AND PUBLIC WORKS.

*Railway Branch,
Department of Internal Communication,
Sydney, 26 April, 1859.*

SIR,
I have the honor to transmit herewith for the information of the Secretary for Lands and Public Works two further letters from Mr. Rhodes, of the 21st and 23rd instant, together with my replies of the 23rd and 26th instant, the whole of which have been already submitted to the Government, and I have to request that the Civil Crown Solicitor may be directed to prepare the necessary bond and contract.

I have, &c.,

B. H. MARTINDALE.

AGENT

RAILWAY EXTENSION CONTRACTS.

9

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 21 May, 1859.

SIR,

In your favor of the 21st April, paragraph No. 5, you say "a schedule of prices for all extra work is to be prepared at once (as far as practicable) and agreed to between us."

I now beg to hand you the prices at which I propose to perform the following works:—

No.	Description	£	s.	d.
1.	Ballast, $\frac{1}{2}$ cubic yard	0	8	0
2.	Road laying, $\frac{1}{2}$ lineal yard	0	3	2
3.	Cartage of rails and chairs, $\frac{1}{2}$ lineal yard	0	1	8
4.	Sleepers, each	0	5	6
5.	Ashlar, for bridges, $\frac{1}{2}$ cubic yard	10	5	0
6.	Fencing posting rails, $\frac{1}{2}$ lineal yard	0	2	3

I have, &c.,

A. RHODES.

COMMISSIONER FOR RAILWAYS to AGENT OF SIR S. M. PETO & Co.

Railway Branch,
Department of Internal Communication,
Sydney, 10 June, 1859.

SIR,

Your letter of the 21st ultimo has not been replied to until this date, owing to my absence from Sydney.

I have now the honor, in reference to my interview with you of this day, to inform you that, after consulting with the Engineer-in-Chief, I am unable to recommend the Government to accede to the schedule contained in your letter.

I learn, however, with reference to the following items,—

No.	Description	s.	d.
1.	Ballast, $\frac{1}{2}$ cubic yard	8	0
2.	Road laying, $\frac{1}{2}$ lineal yard	3	2
3.	Cartage of rails and chairs, $\frac{1}{2}$ lineal yard	1	8

that you now propose to substitute for these items a price of 17s. 6d. $\frac{1}{2}$ lineal yard for laying and ballasting the permanent way, in accordance with the specification, and I am prepared to recommend this proposition to the Government for their acceptance.

With reference to items 4 and 6, viz.:—

4.	Sleepers, each	5s.	6d.
6.	Fencing, $\frac{1}{2}$ lineal yard	2s.	3d.

I am prepared to submit, for the consideration of the Government, the following prices in place of those proposed by you:—

No.	Description	£	s.	d.
4.	Sleepers, Western Line, each	0	3	0
	Southern Line "	0	3	3
6.	Fencing, per mile	160	0	0

With reference to item 5:—

5.	Ashlar, for bridges, per cubic yard	10	5	0
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It is most probable that but very little of this description of work will be required, and as the price must depend on the vicinity of the stone to the work, I consider it advisable that the price should be settled by the Government as the work is required.

These prices are for the Southern and Western Lines only, as I am informed that Mr. Wilcox is desirous to settle himself such terms as have not already been agreed to by you for the Northern Line.

I have, &c.,

B. H. MARTINDALE.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 13 June, 1859.

SIR,

I have the honor to acknowledge the receipt of your letter of the 10th instant, in reply to mine of the 21st ultimo.

I am willing to perform the work of laying and ballasting the permanent way in the manner and according to the verbal understanding between myself and the Chief Engineer, at the rate of 17s. 6d. per lineal yard.

As to the items 4 and 6, viz.:—Sleepers, each, 5s. 6d.; fencing, 2s. 3d. per lineal yard, and for which you propose to substitute, for sleeper on the Western Line, 3s.; and 3s. 3d. for those on the Southern Line; and £160 for fencing per mile;—upon the best consideration I have been able to give, I find it will be impossible for me to perform the work at those prices either with credit to myself or satisfaction to the Government. I, therefore, must beg to decline accepting your offer. No person can perform the work at the rates proposed by you except at a loss.

363—B

With

With respect to the item of ashlar for bridges, as you inform me that there will probably be but little of this description of work required, I am willing to let this matter remain open for future agreement; as I fully agree with you, that the vicinity of stone to the work would necessarily make an important ingredient in the calculation of its value.

I also understand that these prices apply only to the Southern and Western Lines.

I have, &c.,
A. RHODES.

COMMISSIONER FOR RAILWAYS to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 23 June, 1859.*

SIR,

In reference to your letter of the 13th instant, and your subsequent interviews upon the matters referred to therein with the Colonial Secretary, the Engineer-in-Chief, and myself, I have the honor to inform you that I have this day written to the Government, requesting that I may receive their formal approval of the final terms verbally agreed upon at your interview with the Colonial Secretary and myself yesterday.

These terms were:—Laying and ballasting the permanent way complete according to specification, at the rate of 17s. 6d. per lineal yard; sleepers, Western Line, each, 3s.; sleepers, Southern Line, each, 3s. 3d.; fencing, per mile, £160. The item for ashlar work to remain open for future arrangement.

The specifications for the permanent way, fencing, and sleepers, and the prices agreed to, will form part of the general contract and schedule.

I have, &c.,
B. H. MARTINDALE.

COMMISSIONER FOR RAILWAYS to UNDER SECRETARY FOR LANDS AND PUBLIC WORKS.

*Railway Branch,
Department of Internal Communication,
Sydney, 23 June, 1859.*

SIR,

I have the honor to transmit herewith two letters in original, from Mr. Rhodes, dated 21st May and 13th June last, together with copies of my replies thereto; and I have to request that I may receive the formal sanction of the Government to the terms as arranged verbally between the Colonial Secretary and Mr. Rhodes yesterday.

I have, &c.,
B. H. MARTINDALE.

AGENT FOR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 21 July, 1859.

SIR,

Will you be kind enough to furnish us with a copy of the contract made with Mr. Jolly for timber for wooden viaducts on the Menangle and Campbelltown Extension.

We are, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

COMMISSIONER FOR RAILWAYS to UNDER SECRETARY FOR LANDS AND PUBLIC WORKS.

*Railway Branch,
Department of Internal Communication,
22 July, 1859.*

SIR,

In settling with Mr. Rhodes the terms of the contract for the construction of those portions of the authorised extensions which are to be carried out by Sir S. M. Peto, Brassey, & Betts, it was agreed on the part of the Government that the whole of the plans should be furnished to Mr. Rhodes by the 21st instant.

The Engineer-in-Chief, however, having informed me that circumstances had prevented his having the plans ready as he had anticipated they would be by the 21st instant, I requested him to state the causes of the delay, and to suggest the measures necessary to avoid a similar delay in future. I enclose a copy of my minute and of Mr. Whitton's report in reply.

By this it will be seen that Mr. Rhodes has now possession of 17½ miles of line. Six more miles were transmitted by me on the 14th instant for the approval of the Government previous to proclamation; and Mr. Whitton states that the plans for the remainder of the line to Picton will be completed by the end of this month, nine miles of the Northern Line in about a fortnight's time, and the remainder of the Northern Line as early as possible.

possible. I recommend that whatever delay there may be in furnishing the plans to the contractor a similar extension of time should, if required, be granted to them for the completion of the works. The Engineer-in-Chief states that the delay in the completion of the plans has arisen entirely from the utter impossibility of procuring the requisite assistance in this Colony.

As soon as the estimates for my department were passed in March last I requested Mr. Whitton to recommend six gentlemen for the appointments of railway trial surveyors then sanctioned; and previous to this, such assistance as was required and as could be procured was obtained, and the cost defrayed from the votes for the extensions upon which the assistance was employed. Mr. Whitton experienced the greatest difficulty in finding persons whom after examination he could consider competent railway surveyors, but ultimately four were appointed in March last; of these two are at present at work in the field, and the remaining two it was found necessary to dismiss after a trial of two months; their work could not be relied on, and their failure was a cause of vexatious delay.

Finding upon my return to Sydney in June last, after inspecting the Southern Road, these difficulties and delays existing, I consulted with Mr. Whitton, and with the sanction of the Secretary for Lands and Public Works, to whom I communicated how matters stood, I advertised in the daily papers for competent railway surveyors. I had already when at Melbourne in May on my homeward journey, been informed by the Inspector General of Works and the Engineer-in-Chief for Railways there, from whom I made inquiries, that they were not acquainted with any surveyors wanting employment whom they could recommend to me.

Every applicant of good character was examined by the Engineer-in-Chief, but it will be seen from his report that out of eleven applicants Mr. Whitton was unable to recommend one, and that he suggests that if railway works are to be carried on at a rapid rate, additional assistance should be procured from England.

The staff at present employed upon the authorised extensions and trial surveys, is as follows:—

The Engineer-in-Chief	£1,500	} Permanent Establishments.	
1 Assistant Engineer.....	700		
1 do. do.	400		
1 Draftsman	500		
1 do.	350		
1 Clerk	250		
1 Surveyor.....	500		} Defrayed from Votes.
1 Architectural Draftsman	350		
1 Assistant Surveyor.....	150		
1 Assistant Draftsman	156		
1 Assistant Engineer.....	780*		
2 Surveyors	1,360*	} Trial Survey Vote.	
15 Sappers.....	3,504†		
	10,500		
2 Inspectors of Works	800‡		
2 Inspectors of Bridges.....	730‡		
	£12,030		

The amount of additional assistance to be obtained, and its character, must depend upon the rapidity with which it may be decided that railways shall in future be proceeded with; presuming, however, that it will not be less rapid than heretofore, I recommend, after consultation with the Engineer-in-Chief, that four assistant railway engineers should be procured from England, at salaries at the rate of not less than £600 a year each.

It may be necessary to observe that in the above staff are not included the assistant engineer and inspectors of permanent way in charge of *lines opened for traffic*, as it will be in the recollection of the Secretary for Lands and Public Works that in the commencement of the present year it was found necessary to relieve the Engineer-in-Chief of the charge of these lines and to place them entirely under Mr. Thomas, retaining only the benefit of Mr. Whitton's experience and skill when a second opinion is required. But as the lines opened for the traffic increase in length, and as the traffic itself increases, it is evident that both the safety of the public and true economy will necessitate an increase to the strength of this branch of the department, and I anticipate that this increase will also require to be procured from England. It may, however, be better that its extent and character should form the subject of a separate communication.

I have, &c.,

B. H. MARTINDALE.

[Enclosure 1.]

As I learn from Mr. Whitton that the plans for the Northern Line, and for the remainder of the Southern Line, will not be ready on the 21st instant, I request he will be so good as to state the causes of the delay, and to suggest the measures necessary to avoid a similar delay in future.

B. H. M.

18 July.

The Engineer-in-Chief.

[Enclosure

* Including all allowances.

† Two of these have been absent all the year at Norfolk Island.

‡ Exclusive of wages of laborers and special vote for Grose Valley.

[Enclosure 2.]

In the arrangement with Mr. Rhodes, the plans and sections of 15 miles of railway were to be ready for him on the 21st June.

On the 4th May the plans and sections of the line between Campbelltown and Menangle were handed to him, and on the 21st June the plans and sections were ready for the Western Line, a distance of 11½ miles between the Blacktown Road and Penrith; therefore, up to the 21st June, plans and sections of 17½ miles were ready, being 2½ more than stipulated for by Mr. Rhodes.

The remainder of the plans and sections for the Southern and Northern Lines to Picton and to Singleton were to be ready on the 21st July. To-morrow being the 21st July, six miles of the Southern Line will be ready for Mr. Rhodes, and by the end of this month the remainder of the plans for the Southern Line to Picton will be completed.

In the North I regret that the plans are not in so forward a state as on the Southern Line; but this has arisen entirely from the utter impossibility of procuring the requisite assistance in this Colony.

Every facility has been given to me by the Commissioner to obtain the necessary assistance I am fully aware, and every means that I could devise has been adopted to meet this necessity; but I am fully satisfied that there is not in this Colony assistants not already engaged by this department capable of performing the description of work required. In reply to the advertisement issued by the Commissioner for assistants in the railway branch of the department, eleven applications have been made, but on examining the applicants I found there was not one that I could recommend with the hope of obtaining anything approaching to efficient assistance. The few good assistants I already have, have exerted themselves to the utmost to complete these plans by the time stated in the arrangement with Mr. Rhodes, but it has been found impossible to do so. Last week I staked out about five miles of the Northern Line in order to have these plans ready as early as practicable, and by the end of next week I hope the assistants I left there will have about nine miles staked out and the section taken.

If they succeed in doing this, I shall be able to have nine miles ready for Mr. Wilcox in about a fortnight from the present time.

With reference to the future I would suggest that, if railway works are to be carried out at a rapid rate, additional assistance be procured from England.

J. W.
23/7/59.

The Commissioner for Railways.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Elizabeth-street, Sydney,
22 July, 1859.

SIR,

I have the honor to call your attention to the following facts connected with the lines of railway intrusted to us, with a view of placing on record the difficulties which have impeded our progress, and that the delays in the completion of the line may not be a matter of future complaint against us:—

1. Not a single bridge is set out between Campbelltown and Menangle, and I am, therefore, prevented from commencing upon any one.

2. Even the cuttings, embankments, and fencing, I have been compelled to set out myself at the risk of, perhaps, having the work to do over again if it should not meet the approval of the engineer.

3. I have had no plans or sections for river diversions or road approaches.

4. Although strictly not within the province of Messrs. Peto & Co., as co-partners, I feel myself bound to point out that I consider the wooden viaducts proposed to be erected—the plans of which have been furnished to me—will not, when erected, be safe for the probable traffic after a very short period. Messrs. Peto, Brassey, and Betts' character as contractors will be at stake if after a short time these bridges should have to be rebuilt.

5. With regard to the extension between Menangle and Picton,—

6. No plans or sections have as yet been delivered to me, although I have been in readiness to commence the works from the date of the acceptance of the contract; and I was led to believe that part of this line was to be furnished with five miles extension to Menangle immediately. I was also to be provided with plans, and be put in possession of 15 miles of line by the 21st last month—this, you are aware, was not done. Having received a ground plan and longitudinal section of 12½ miles only, and these on the 5th July.

7. I have no plans or bridges, nor are the cuttings, embankments, road approaches, or river diversions set out yet.

8. By our agreement I am entitled to have the plans, &c., and to be put into possession of the whole of the remaining lines of railway by the 21st of this month, and I have yet received none of them—our staff is idle. We are losing money, and the reputation of Messrs. Peto & Co. is at stake, as whenever they have hitherto been employed they have ever earned the character of doing their work well and with expedition, and the public do not know that the blame does not rest with them.

9. In entering into my contract with the Government, I was induced to accept the work at low prices upon the faith of my being able to begin at the time when men were to be obtained at a more reasonable rate, and at a period of the year, not only more suited for this work in this climate, and when labor would be less liable to be withdrawn by the operations of harvesting and shearing, and this formed a great consideration in the calculation I then made. I trust, therefore, the Government will bear this in mind, and press on the performance of their part of the agreement.

I have, &c.,
A. RHODES.

AGENT

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 24 July, 1859.

SIR,

We beg to say that we think the Government should not charge us for carriage of rails. This was not mentioned in the agreement, only 10 per cent. on the value of them for wear and tear.

We have, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

Railway Branch,
Department of Internal Communication,
Sydney, 27 July, 1859.

SIR,

I am directed by the Commissioner, in reply to your letter of the 22nd instant, to transmit to you the accompanying memorandum from the Engineer-in-Chief, to whom it was referred for any observations which he might have to offer.

Mr. Whitton has so fully replied to the various statements which you have made that it is unnecessary for the Commissioner to enter into detail; but he desires to state his opinion that so far as the works intrusted to you for construction are concerned, no difficulties have arisen sufficient to warrant any delay in the completion of the line within the specified time.

As, however, the whole of the plans could not be given to you on the 21st instant, as agreed upon, the Commissioner has recommended the Government to extend the time for the completion of the works by whatever period may intervene between the 21st instant and the date upon which you may receive the remaining plans. At the same time the Commissioner has to observe that under existing circumstances the delay of a few days in their receipt cannot be a matter of any moment to you.

The Commissioner thinks it right to recall to your recollection that in no single instance have you applied to him, either personally or in writing, for any facilities for carrying on the works which he has not given to you when it was consistent with his duty and in his power to comply with your requests.

The Commissioner has transmitted, for the information of the Government, copies of this correspondence.

I have, &c.,
JOHN RAE,
Secretary.

[Enclosure.]

MINUTE 59-463.

Mr. Rhodes complaining of certain difficulties which he states are impeding his progress with the works on the railway extensions.

Engineer-in-Chief for any observations he may have to offer.

B. H. M.
22/7/58.

For the convenience of reference I have numbered the paragraphs in Mr. Rhodes' letter.

No. 1.—Mr. Rhodes has made no application to me to have any bridges set out on the Menangle Extension; and, had he desired to have them set out, Morgan, the Inspector of Works, is on the ground, and would readily have done so for him. Indeed, I understand from Morgan that Mr. Rhodes has not up to the present time been in a position to commence driving the piles for any of the timber bridges.

No. 2.—The fencing on the Menangle Extension has, I believe, been entirely set out by Morgan, the Inspector. Mr. Rhodes is not the contractor for the fencing, and consequently can have nothing to do with setting it out.

The cuttings and embankments for the first portion of the Menangle Line were set out by Mr. Morgan, but since these works were left to Mr. Rhodes, he (Mr. Rhodes) may have set out the remainder. Mr. Rhodes has not, however, made any application to me to have these works set out for him, and Morgan has always been on the spot to set them out, had Mr. Rhodes requested it.

Mr. Rhodes is responsible for the correctness of the works, whether set out by himself or not, under the following clause in his specification (clause No. 6):—"The works will be set out for the contractor, but he must satisfy himself of their accuracy, as no work incorrectly set out or improperly executed will be paid for by the Commissioner."

No. 3.—There are no river diversions on the Menangle Line, and consequently no plans or sections have been made for them. There are only two public road approaches, and these require no plans, the instructions of the Inspector on the line are quite sufficient.

No. 4.—This is entirely an engineering matter, for which I am responsible, and no blame can attach to Sir S. M. Peto & Co., for any failure, if only Mr. Rhodes faithfully carries out the plans, sections, and working drawings furnished to him.

Nos. 5 & 6.—In reference to the line from Menangle to Picton, it was never contemplated to furnish Mr. Rhodes with part of the plans for its construction with those for the Menangle Line, but the plans and sections of 15 miles of railway were to be ready and given to him by the 21st ultimo. On the 4th May, the plans and sections of the line between Campbelltown and Menangle were handed to him, and on the 21st June the plans and sections were ready for the Western Line, a distance of 11½ miles, between the Blacktown Road and Penrith, and were given to Mr. Rhodes as soon as proclaimed, viz., on the 5th instant; therefore, within a few days of the date named, plans and sections of 17½ miles of railway were given to Mr. Rhodes, being 2¼ miles more than stipulated for by him; and Mr. Rhodes, as a contractor's agent, should know that a working plan and section are all that a contractor requires to enable him to proceed with the earthworks.

No.

No. 7.—There are only five bridges on the Penrith Line, the drawings for which will be ready in a few days, but Mr. Rhodes has not applied for them, nor could they be of any use to him at present if he had them. On the 6th July (the day after the Western Line was proclaimed), Mr. Burrows was sent down to Penrith to set out the fencing and slopes of cuttings and embankments for Mr. Rhodes, and everything requisite to enable him to commence all the excavations on this length has been done. There are no road approaches which require to be set out, and there are only two diversions of water-courses, which, although not set out on the ground, are shewn on the working-plan furnished to Mr. Rhodes.

No. 8.—The plans for six miles of the line from Menangle to Picton were ready by the 21st instant, and have since been proclaimed, and copies forwarded to Mr. Rhodes; the plans for the remainder of this line were unavoidably not ready by the 21st instant, the date agreed upon, but they will be ready by the end of this month; and I must observe, that Mr. Rhodes is in possession of so ample an extent of line that the delay of a few days in the receipt of the remaining plans can be a matter of no moment to him whatever, as he has quite sufficient to afford full employment for the staff which he has, to prevent any necessity for losing money, and to obviate the shadow of a chance of any injury to the reputation of Messrs. Peto and Co., as contractors, provided only Mr. Rhodes will proceed with vigor with these works for which he has all the information requisite for him to do so.

No. 9.—When Mr. Rhodes entered into his contract with the Government the dates when the plans were to be furnished to him were fixed, and it is not, therefore, possible that Mr. Rhodes could have been induced to accept lower prices than he otherwise would have done, upon the faith of being able to commence work before those dates; and the few days of delay in furnishing the plans neither can nor have had any influence on the labor market. Possession of the Menangle Line was offered to Mr. Rhodes before he was able to take it, and since he has had possession of it he has by no means pushed the works with such vigor as to entitle him to complain in any degree of not having employment for labor. Five hundred men might be usefully employed upon the 17 miles in Mr. Rhodes' possession, while he has upon them about two hundred men.

Mr. Rhodes' complaints appear to me frivolous and vexatious. I have throughout been anxious to afford him every assistance in carrying on the works, but I regret to say that I have experienced constant difficulties in working with him, and instead of receiving that assistance from him which I anticipated, and which I am sure Sir S. M. Peto & Co. would desire should be rendered to me, I have met with the greatest obstruction. I can only trust Mr. Rhodes will see the necessity of pursuing, for the future, an entirely different course of action.

JOHN WHITTON.

26/7/59.

Captain Martindale, R.E.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 29 July, 1859.

SIR,

We beg your kind consideration of the matters referred to in the copy of the letter at foot. We have written to Mr. Whitton on the subject, to which he replies,—“I have only to remark, that this is a matter exclusively belonging to yourself as contractor, and you must form your own opinion.” We contend that he should furnish us with the lengths of the piles for the different bridges.

We shall be glad to have your view of the matter.

We have, &c.,
(Pro Peto, Brassey, and Betts.)
A. RHODES.

[Enclosure.]

Campbelltown, 25 July, 1859.

Dear Sir,

I have seen Morgan to-day, in reference to the depths the piles are to be driven for bridge at 23 m. 45 c.

He refused to give me any information on this head; in fact, he said he had nothing to do with the piles, and knew nothing about the depths they are to go.

He does not intend boring trial holes, and refused to go and see the hole Mr. Wakefield is now sinking, which is about 7 feet deep to-night. The position of it is about 15 to 20 feet on the south side of the waterhole, and between it and the small dry watercourse. The material passed through is dry clay.

I shall acquaint you when a reasonable depth has been attained, and wait your instructions.

I need not remind you of the importance attached to getting the bridge alluded to erected as soon as possible; but, in the present state of affairs, I am at a loss how to proceed.

With regard to the temporary bridge over creek, Camden-road crossing, before commencing operations Morgan wants to know what you will put the bridge up for? Pray advise me.

I am, &c.,

G. THORNTON.

A. Rhodes, Esq.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 29 July, 1859.

SIR,

We wrote some time since to Mr. Whitton for certificate of work done on the Menangle and Picton extensions.

We think it well to advise you of having so done, and shall be obliged for cash due on such certificate.

We have, &c.,
(Pro Peto, Brassey, and Betts.)
A. RHODES.

AGENT

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 29 July, 1859.

SIR,

We wrote some time ago to your Traffic Manager, inquiring whether we could not come to some arrangement for carrying plant, materials, &c., (to the extent of about 1,000 tons) at a less rate for quantity than the specified rate we are at present being charged; he has referred us to you.

We beg to inform you that we shall shortly have upwards of 1,000 tons material, &c., &c., to despatch from, say Darling Harbor, to the railway works on the extensions intrusted to us, all of which will be packed in manageable packages. We should be glad to enter into an arrangement with you if it can be done.

We are, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 30 July, 1859.*

SIR,

In reference to your letter of the 21st instant, requesting a copy of the contract made with Messrs. Jolly and Co. for timber for wooden viaducts on the Menangle and Campbelltown extension of the Great Southern Railway, I am directed by the Commissioner to inform you that no contract was made with Messrs. Jolly and Co., but that an order was given for certain quantities of timber, at 3s. per cubic foot.

The Engineer-in-Chief, however, informs the Commissioner that the delivery of the timber not being carried on to your satisfaction he, at your request, released Messrs Jolly and Co. from an understanding between them to the effect that the whole of the timber named in the orders was to be delivered by them; stipulating, however, that sufficient was to be delivered to complete two bridges, and that you were to pay for all timber delivered beyond the quantity required for the two bridges at the said rate of 3s. per cubic foot.

I have, &c.,
R. MOODY,
(*Pro Secretary.*)

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 30 July, 1859.

SIR,

We wrote you, on the 21st July, for copy of contract with Mr. Jolly for timber for wooden viaducts on the Menangle and Campbelltown extension.

Your kind compliance in this matter, as well as for all other contracts in which we may be interested in the extensions intrusted to us, will much oblige us.

We have, &c.,
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 30 July, 1859.

SIR,

I have the honor to acknowledge the receipt of your letter of the 27th July, in answer to mine of the 22nd, enclosing Mr. Whitton's remarks thereon.

Without entering into any detailed reply to those remarks, which would be productive of no good, I will simply confine myself to stating that every portion of my letter of the 22nd is substantially correct, and that I am able to prove it. My object has been answered by bringing those matters under your consideration, and with this observation I leave this matter.

I cannot, however, refrain from calling your attention to a clear error of Mr. Whitton in stating that I have been furnished with two and a-half more miles of railway than I was entitled to, whereas I have not received, by two and a-half miles, what was promised to be given to me on the 21st June.

The statement that the Campbelltown and Menangle extension formed a part of the fifteen miles to be given cannot be in any way supported; and this endeavor to escape blame will not answer, for on referring to my letter of the 21st April, which was replied to by you on the 23rd,—and the terms of which were accepted—it is distinctly stated as follows:—"The Government undertaking to deliver over immediately the five miles
" Menangle

"Menangle extension; to furnish us with plans; to put us in possession of fifteen continuous miles of railway within two months, and the plans and line for the remainder within three months."

In Mr. Whitton's remarks, No. 2, he says, Mr. Rhodes is not the contractor for the fencing, I beg to deny this.

As to the concluding remarks of Mr. Whitton's, which are particularly personal and offensive, I shall not trouble myself to reply.

I hope as we have now stated our real and supposed grievance, that hereafter we may proceed more amicably, otherwise it will be impossible to carry on the works either with satisfaction to the Government, or credit to the contractors.

For my part I am willing to exert myself to the utmost to accomplish this object, and if Mr. Whitton will do the same, and comply with the terms of my agreement with the Government, no further difficulties need arise.

The extension of time proposed by the Government, of a day for each day the Government are behindhand, can, however, (for the reasons pointed out in my letter) be no equivalent compensative to me.

I have, &c.,

A. RHODES.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 2 August, 1859.*

SIR,

I am directed by the Commissioner to acknowledge the receipt of your letter of the 29th ultimo, stating that you do not think you should be charged for the carriage of rails, and to inform you that your letter has been referred to the Secretary for Lands and Works for the decision of the Government.

I have, &c.,

JOHN RAE,

Secretary.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 2 August, 1859.*

SIR,

In answer to your letter of the 29th ultimo, with reference to your obtaining payment for work done on the Menangle and Penrith Extensions, I am directed by the Commissioner to inform you that the Engineer-in-Chief has been requested to furnish a certificate of the work done by you on these extensions, on the receipt of which a payment may be made to you in accordance with contract.

I have, &c.,

JOHN RAE,

Secretary.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney 3 August, 1859.*

SIR,

In reference to your letter of the 30th ultimo, requesting a reply to your note of the 21st ultimo, relative to the supply by Messrs. Jolly and Co., of timber for wooden bridges, I am directed by the Commissioner to inform you that your letter of the 21st ultimo was fully replied to on the 30th ultimo, and in reply to your request to be furnished with any other contracts in which you may be interested in the extensions entrusted to you, I am to state that the Commissioner is not aware of any outstanding contracts of the kind.

I have &c.,

JOHN RAE,

Secretary.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 3 August, 1859.

SIR,

When I accepted your terms for the fencing, it was on consideration that the specifications were to be the same as those for the Western Line.

Mr. Morgan, the Inspector, insists upon having a much stronger fencing. I shall be glad to have your opinion on this subject, as I really cannot do the fencing as he requires it for the money.

I beg to observe that if the fencing on the Western Line suits, the same should do all through, and there would be uniformity.

I have, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 3 August, 1859.

SIR,

I beg your attention to the under letter, received this day from my engineer, Campbelltown.

I have, &c.,
A. RHODES.

[Enclosure.]

Campbelltown, 3 August, 1859.

Sir,

After waiting for the gentleman who was to have been sent to give us our starting levels, &c., for the cuttings, I have commenced myself, in order to employ the number of men who would have been kept idle; but I find I am placed in rather a difficult position, being unable to arrive at the mile stations, the fencing widths, and other dimensions, as there are no pegs to shew these points, more especially as the plan will not scale to a tenth or any other scale.

If some person was to be sent up it would greatly expedite the progress of the works. I have to bring before your notice a circumstance likely to create annoyance and difficulties, &c. It is, that many of the sleepers that have been branded by the Inspector and adzed by me, for the chairs, are now, at the end of many weeks, condemned and cast out, the brands being erased by blows of the hammer. If this is to be allowed it will be a precedent for many encroachments of this kind, and we shall never arrive at the exact quantity of materials we have in stock, or to proceed with the works.

I am, &c.,
R. CORBY.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 4 August, 1859.*

SIR,

In reply to your letter of the 3rd instant, stating that Mr. Morgan, the Inspector, insists upon a much stronger fencing than you considered would be necessary when you contracted with the Government for its erection, I am directed to acquaint you that the Commissioner learns, on reference to the Engineer-in-Chief, that you applied to that officer on the 1st June last for a copy of the specification for the fencing, who informed you on the 2nd that the specification and plan of the fencing could be seen at his office; that you subsequently (about the 4th June) called, when he lent you the specification for the fencing of the line between Campbelltown and Menangle to copy, and that you accordingly had the specification in your possession long before you entered into the contract.

Under these circumstances, and considering that the price to be paid to you is 10s. a rod in place of 9s. 6d., the price at which similar fencing to that required from you is now being done between Campbelltown and Menangle, the Commissioner is of opinion that you are bound to carry out the fencing in accordance with your contract and the specification furnished to you.

I have, &c.,
Secretary.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 4 August, 1859.

SIR,

Enclosed I beg to hand you account of work done up to the 27th of July. I will thank you to have deducted the amount paid by the Government, and oblige me with an order on the Colonial Treasurer for the balance.

I have, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

RAILWAY EXTENSION CONTRACTS.

[Enclosure.]

CAMPBELLTOWN EXTENSION RAILWAY.

Sydney, 4 August, 1859.

THE GOVERNMENT OF NEW SOUTH WALES,

To PETO, BRASSEY, & BETTS, Dr.

For work done up to the 27th July, 1859.

No.		Cubic yards.	
16.	Cutting.....	3,137	
15.	Ditto	271	
14.	Ditto	110	
13.	Ditto, south end	402	
	Ditto, sand-ballast excavates	1,715	
	Ditto, north end.....	3,137	
	Ditto, south end.....	1,986	
		<hr/>	5,121
	Ditto, ditto	2,049	
10.	Ditto	635	
9.	Ditto	372	
8.	Ditto	262	
7.	Ditto	210	
6.	Ditto	724	
5.	Ditto	568	
4.	Ditto	1,028	
3.	Ditto, south end	398	
	Ditto, north.....	2,217	
		<hr/>	2,615
2.	Ditto	396	
1.	Ditto	176	
		<hr/>	21,757 @ 2s. 7½d. £2,855 12 2
22·57 to 22·65.	Side cutting, west side to bank No. 8	5,702	
22·48 to 22·58.	Ditto, ditto	5,122	
21·12 to 21·16.	Ditto, and creek diversion	1,936	
20·76 to 21·05.	Ditto, to bank No. 3	2,835	
20·67.	Ditto, west side	1,013	
	Ditto, east do.	346	
20·42.	Ditto	626	
		<hr/>	17,580 @ 1s. 9d. 1,538 5 0
11.	Cutting rock.....	240 @ 4s. 9d.	57 0 0
20·40 to 25·53.	Side drains	3,249 @ 2s. 0d.	324 18 0
	Brickwork, 4-feet culvert No. 2 bank	50½ @ £3	158 6 4
	Engineering—Setting works out, &c.		75 0 0
	Clearing tree-stumps, 75 @ 10s. each		37 10 0
		<hr/>	£5,042 11 10

Cr.

By amount of work done by the Government, and paid for by them.....

£

BLACKTOWN AND PENRITH EXTENSION RAILWAY.

Sydney, 4 August, 1859.

THE GOVERNMENT OF NEW SOUTH WALES,

To PETO, BRASSEY, & BETTS, Dr.

For work done up to 27th July, 1859.

No.		Cubic yards.	
40.	Cutting	523	
39.	Ditto	330	
38.	Ditto	552	
37.	Ditto	315	
36.	Ditto	835	
33.	Ditto	153	
30.	Ditto	39	
28.	Ditto	75	
		<hr/>	2,822 @ 2s. 7½d. £370 7 9
	Clearing 44 acres, @ £7 10s.		330 0 0
	Engineering—Setting out works, &c.		15 0 0
		<hr/>	£715 7 9

E. & O. E.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.Railway Branch,
Department of Internal Communication,
Sydney, 5 August, 1859.

SIR,

I am directed by the Commissioner to acknowledge the receipt of your letter of the 4th instant, enclosing an account for work done by you on the extensions, as agent for Sir S. M. Peto and Co., and requesting settlement of the same, and in reply to refer you to the Commissioner's letter to you of the 2nd instant on this subject.

I have, &c.,

JOHN RAE,

Secretary.

SECRETARY

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 9 August, 1859.*

SIR,

In reply to your letter of the 3rd instant, I am directed by the Commissioner to inform you that the Engineer-in-Chief, to whom it was referred for report, states that no gentleman was to have been sent to give starting levels. The Engineer-in-Chief further states that stakes are driven into the ground in the centre of the double line of railway at every 22 yards, each stake having a ring cut round it (thus ⊙); every tenth stake being marked also (thus ⊕); and every mile stake also (thus ⊖); that on the section furnished to you the height is given from the datum to the top of each stake; also the level of the formation at each stake above the datum, and the difference in feet, and decimals figured on the section; so that at each stake the section shews the depth of cutting, and the height of embankment; and that nothing can possibly be more complete than the information furnished to you.

The plan is drawn to a scale of 10 chains to one inch.

Under these circumstances the Engineer-in-Chief considers it quite unnecessary to detach an officer expressly for the purpose of reiterating upon the ground the information so fully given as stated above; but should your Engineer still experience any difficulty in proceeding with the works, Mr. Morgan, the Inspector of Works, has instructions to give him any explanation which he may require—and would have done so before had any request been made to him for information, so that no men need have been kept idle.

In reference to the rejected sleepers, the Engineer-in-Chief reports that the sleepers which have been rejected by the Inspector of Works are 23 in number, most of which have been delivered within the last fortnight, and that they had been branded by the men employed by the Inspector to assist him, and on the Inspector rejecting them the brand was removed by blows of a hammer; but that these sleepers, prior to being rejected by the Inspector, had already been rejected, with several hundreds more, by your Engineer himself, for not being properly adzed, and payment refused for the same on that account.

I have, &c.,
JOHN RAE,
Secretary.

UNDER SECRETARY FOR LANDS AND PUBLIC WORKS to COMMISSIONER FOR RAILWAYS.

*Department of Lands and Public Works,
Sydney, 11 August, 1859.*

SIR,

In reference to your letter of the 22nd ultimo, respecting the delay in furnishing the plans of the authorized extensions of the railway which are to be carried out by Sir M. Peto & Co., I am directed to inform you that the explanations therein given of the delay in this matter, and those offered in answer to the statement made by Mr. Rhodes in his letter to you, dated the 22nd ultimo, appear to be satisfactory, and Mr. Secretary Robertson regrets that Mr. Rhodes should consider that he has cause of complaint.

2. I am also to apprise you that the Secretary for Lands and Public Works approves of the suggestion made by you, which appears to him to afford a fair settlement of the matter, namely, that whatever delay there may be in furnishing the plans to the contractors, a similar extension of time should, if required, be granted to them for the completion of the works.

I have, &c.,
MICL. FITZPATRICK.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 12 August, 1859.*

SIR,

In reference to paragraph 5 of your letter of the 22nd ultimo, in which you bring under the attention of the Commissioner that you consider the wooden viaducts proposed to be erected, the plans of which have been furnished to you, will not, when erected, be safe for the probable traffic after a very short period, I am directed by the Commissioner to request you will be so good as to state the particular viaducts to which you allude, and also, in detail, why you consider they will not prove safe.

I have, &c.,
JOHN RAE,
Secretary.

SECRETARY

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 12 August, 1859.*

SIR,

In reference to your letter of the 29th ultimo, requesting to be furnished with the length of the piles for the different bridges, I am directed by the Commissioner to inform you that the Engineer-in-Chief has reported to him that he has never before had such an application made to him, and that it is entirely your business to ascertain what length of piles you will require for the bridges you have to construct under your contract.

Under these circumstances, the Commissioner must decline to direct Mr. Whitton to furnish you with the length of the piles, and by so doing, to relieve you of that responsibility which fairly falls upon you.

This letter was written on the 3rd instant. but has been accidentally overlooked in this Office till now.

I have, &c.,
JOHN RAE,
Secretary.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 18 August, 1859.*

SIR,

With reference to your letter of the 29th ultimo, requesting to be informed whether any arrangement can be made with you for the carriage of railway materials for the extensions at a less rate than the one now in force, I am directed by the Commissioner to inform you that having referred your letter to the Secretary for Lands and Works for his decision, he is requested to apprise you that under the existing regulations the arrangement suggested by you cannot be made.

I have, &c.,
JOHN RAE,
Secretary.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 19 August, 1859.*

SIR,

In answer to your letter of the 29th ultimo, stating that you do not think the Government should charge you for the carriage of rails, I am directed by the Commissioner to acquaint you that he has referred your letter for the decision of the Secretary for Lands and Works, and has been requested to inform you that if any of the rails, &c., for which you pay carriage, shall be hereafter required by the Government for permanent works, at the places to which they are taken by you, any charge previously paid by you for their conveyance, will be repaid to you.

I have, &c.,
JOHN RAE,
Secretary.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 20 August, 1859.

SIR,

I am in receipt of a letter from Mr. Rac of the 12th instant, wherein he states :

“I am directed by the Commissioners to request you will be so good as to state the “particular viaducts to which you allude, and also detail why they will not prove safe.”

In reply I have to state that although I conceive my observations as to the wooden viaducts apply with more or less force to the whole of them.

The one which I consider not only unfit for its intended purpose but highly dangerous, is the one at peg 23-65.

This viaduct is not only on an incline of 1 in 70, but also on a curve, and I consider that the piles and other wood work are much too weak.

The oscillation which would be occasioned by a heavy engine down such an incline will be very dangerous, the more particularly as it is a single line.

The height of the viaduct on such a base is, I think, sufficient of itself to justify my having called your attention to the matter.

I have, &c.,
A. RHODES.

Refer to Engineer-in-Chief for any observations he may have to offer.

B. H. M.
22/8/59.

Minute

Minute of Engineer-in-Chief to Commissioner, in reference to Mr. Rhodes' letter of 20 August, 1860.

With reference to Mr. Rhodes' statements generally, I may say that I consider the timber viaducts, if executed faithfully, and in accordance with the drawings, will be the strongest structures in wood that I have ever seen, and amply sufficient for the probable traffic on these lines, until such time as its increase warrants the erection of more costly works. I can easily understand Mr. Rhodes' strong objection to these viaducts, and more particularly to the one at 23 m. 65 c. Mr. Rhodes, as the Commissioner is aware, has made repeated applications to be allowed to substitute brick bridges for timber on the Menangle Line, but as brick bridges, giving the same amount of waterway, would cost more than three times those I propose to build in timber, the request has been declined. The timber for the bridge at 23 m. 65 c. will require to be in long lengths, and as this will increase the price—Mr. Rhodes will have to pay for the timber—he is naturally anxious to substitute brickwork, more particularly as his price for the latter is good, and will leave a better profit than if built with timber. I pledge my professional character for the stability and fitness of all the Railway Works, provided they be faithfully executed in accordance with the drawings furnished from this office.

J. W.
15/9/59.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 20 August, 1859.

SIR,

We have to acknowledge your favor of yesterday's date, in reply to our letter soliciting the lengths of the piles for the different wooden viaducts.

We must beg to say that we cannot start any wooden viaducts until this information has been given to us.

It appears so arbitrary, that you should give detailed plan of all above the surface, and not for the essential or dangerous portion.

Why should we have to do this work without the proper plans?

We assure you, without this information we must consider the plans as incomplete. We can prove to you, if necessary, that it is quite customary in such instances as this to give it, and that it has been given on previous similar occasions by yourselves.

We have, &c.,
(*Pro* Peto, Brassey, and Betts,)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 22 August, 1859.

SIR,

We have repeatedly requested the Engineer-in-Chief to let us have rails and chairs. He has replied that they should be sent, but we have not yet received those for which we wrote him.

As you are aware, the works between Menangle and Picton are very heavy, and not one day ought to be lost in getting the rails and chairs on the ground.

Our waggons and materials have arrived from England, but we cannot use them until we have rails and chairs. I would suggest, providing you have not sufficient rails, to permit us to use the rails we have for permanent purposes, and devote fresh arrivals from England to the permanent road.

We may assure you, that if this matter is not arranged, it may prove serious to both Government and ourselves, from the delay with the heavy cuttings.

We have not as yet received the plan for the Menangle viaduct on the Picton Line.

We have, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 2 September, 1859.

SIR,

We will thank you to arrange that our payments be made regularly on the 26th of each month.

Enclosed we beg to hand you note from Mr. Morgan, stopping us from making any more bricks than the 40,000 at peg 22:60. We shall want a great many more. Will you therefore please be so good as give us a general order permitting us to make bricks on your land, where it will not be detrimental to the line? It is really troublesome to be always writing about such trivial matters.

We are, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

REPORT

REPORT from the Engineer-in-Chief to Commissioner.

I enclose, for the consideration of the Commissioner, a telegraphic message received by me from Morgan, the Inspector of Works on the Southern Railway.

It appears that Mr. Rhodes is removing rails and using them for temporary purposes, in defiance of Morgan's remonstrances.

These rails were forwarded to Campbelltown at Mr. Rhodes' request, and were to be used for the *permanent way*; positive instructions being given by me to Morgan not to allow them to be used for temporary work.

Mr. Rhodes' conduct in removing these rails in direct opposition to the instructions given by me to the Inspector, and with the full knowledge that such orders had been given, is wholly indefensible; and I suggest that Mr. Rhodes be compelled to return every rail so removed.

Stringent measures must be adopted in cases of this kind, or Mr. Rhodes may carry away without any permission, and for his own purposes, everything which he may consider will be useful.

It is also necessary that officers in charge of Government property, should feel that in the execution of their duty they will be supported when subjected to premeditated insults of this character.

J. W.
1/9/59.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 2 September, 1859.*

SIR,

The Engineer-in-Chief has reported to the Commissioner that your agents have been removing rails sent to Campbelltown for the permanent way, and using the same for temporary purposes, and that this has been done by them in defiance of the remonstrances of the Inspector of Works, acting under the instructions of the Engineer-in-Chief, and with full knowledge that such instructions had been given.

As you are aware, you have repeatedly urged that you might be permitted to use the permanent way rails for temporary purposes, and you have been as often informed, both verbally and in writing, that the Government could not permit them to be so used.

Under these circumstances, I am directed by the Commissioner to desire that you will cause all such rails as have been taken to be returned without delay.

I have, &c.,
JOHN RAE,
Secretary.

Sydney, 6 September, 1859.

MEMO.—Peto, Brassey, and Betts, beg to inform the Commissioner that they will have a quantity of waggons, &c., put down at the railway, Darling Harbor, and have to request permission to have the waggons put on the line; of course Messrs. Peto, Brassey, and Bretts' own men will put the waggons together, if the Commissioner grants the favor.

CAPTAIN B. H. MARTINDALE,
Railway Commissioner.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 6 September, 1859.

SIR,

I am in receipt of your communication of the 2nd instant referring to rails and chairs.

Its contents certainly surprised me very much after the communications which have passed between myself and the Government on the subject, these I propose shortly to recapitulate.

In my letter, 2nd April, 10th clause, I propose that Messrs. Peto & Co. should be allowed the use of all such iron rails and chairs belonging to the Government as might be by them required. This led to several personal discussions; and by your letter of 15 April, 7th paragraph, you state "The Government will allow Messrs. Peto & Co. the use of such rails and chairs as they can spare on payment of 10 per cent. per annum, and on condition that any rails and chairs destroyed or rendered useless shall be paid for at their cost to the Government."

The necessity for a large quantity of rails and chairs in order to carry on the work with even ordinary speed was felt by me to be so necessarily indispensable that in my letter of the 19th April, paragraph No. 7, I wrote as follows:—"As the work is to be completed by so early a period, and as, in order to accomplish this work great exertions will have to be made on various portions of line simultaneously, a great quantity of rails and chairs will be required, and by the wording of this clause the Government only propose to allow me the use of such rails and chairs as can be spared. In agreeing to this clause, I do so on the assumption that the Government will send for and procure the rails which will be necessary for the line at once, in order that I may have sufficient to proceed with the work.

"Indeed

" Indeed the Government will require these for the opening of the railway when the works are completed, and would, I presume, as a matter of course, adopt this suggestion for their own sakes."

You are aware that this proposition, that the Government should send for the rails, was made because I thought you had not sufficient rails in the Colony to keep us going, and upon this point I was so anxious that I informed the Government I should rather decline the contract than not have the means of carrying it on properly. This led to several meetings between me, Mr. Cowper, and Mr. Robertson, and subsequently in a long conference between myself and Mr. Robertson the terms were finally agreed to. By my letter of the 21st April to you I state as follows:—" During your absence I had the favor of an interview with the Government, and having carefully considered the various points in dispute, I now transmit to you the terms of arrangement which have been finally agreed to between us; and in paragraph 4, I state I am entitled to all such rails and chairs as may be in possession of the Government and necessary to carry on the works, including those which may have been sent for for the permanent way, and which may not be required by the Government upon the terms previously arranged, and subject to my payment for all such damage or injury that may be done to them whilst in my occupation."

This was accompanied by a memorandum signed by the Minister of Lands and Works, certifying that my letter to you contained the terms which he had agreed to, with the exception of the time for furnishing the plans which was to be left for your consideration, so that by this agreement we were clearly entitled to all the rails which the Government did not require. I may here mention that I have been employed by Messrs. Peto & Co. since the year 1839 on the following works, and that in every instance we have been allowed the use of the permanent rails:—the Glasgow Railway, 21 miles long; the Paris and Rouen, Havre and Dieppe, 250 miles long; the Orleans and Bordeaux, 480 miles; East Lancashire, 70 miles; Paris and Cherbourg, 275 miles; and Amiens to Boulogne, 110 miles.

These works could not have been possibly done without the use of the permanent rails. In this Colony for the first time have I heard such a proposition. In the lines above enumerated I have had to work under the first engineers in England, and such an objection was never thought of. In your letter, 21st April, paragraph 4, you state " In reference to the 7th paragraph of your letter, rails, chairs, &c., necessary for the whole of authorised extensions have long since been sent for, and these will be in the Colony when required; but as these cannot, as you have already been informed, be permitted to be used for temporary purposes, the progress of the works up to formation level is in no way dependent on their arrival. The Government will, however, as stated in my letter of the 15th instant, afford you in this as in other matters such facilities as they can."

This led again to several personal communications, and it being pointed out to me that the demand was too general, and being assured that the Government would afford us every possible facility, by my letter of the 23rd April I agreed to the fourth, as follows:—" I am willing to rely upon the assurance which you mention to me, that the Government is prepared to render such facilities as they can in reference to the matter to which such 4th paragraph relates."

In reply to those parts of your letter, in which you complain of my having taken the rails from Campbelltown, I can only say that I felt perfectly justified in taking them under the assurance above mentioned. I have repeatedly written and asked for rails and chairs without reply until Saturday last, when I received a note from the Engineer-in-Chief to the effect that there were no rails and chairs. As I found plenty of both lying idle on the works, and being anxious to proceed with the works, I took these fully assured that the Government would be anxious to keep faith with me and glad to see the work progressing. If, however, I cannot be furnished with rails I shall be obliged at once to discharge a great number of men, and take probably considerably more time in doing the work than I otherwise should were I furnished with these facilities.

Finally, I may state that I consider myself the more entitled to the rails as my contract was entered into on the understanding that the leads were not to be more than half a mile, whereas many are considerably longer, some even more than a mile.

The great quantity of plant introduced by Messrs. Peto & Co. will enable them, if they have the rails, to save the Government considerable expense, as the cuttings need not be put into spoil, and a considerable saving may be effected by not going into side cuttings to make up the banks, a plan which has been pursued through the line between Sydney and Campbelltown at a very considerable expense.

I have, &c.,
A. RHODES.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF
SIR S. M. PETO & Co.

Railway Branch,
Department of Internal Communication,
Sydney, 7 September, 1859.

SIR,

I am directed by the Commissioner to acknowledge your letter of the 20th August, relative to the length of piles for the wooden viaduct.

In reply, I am to state, that the Engineer-in-Chief reports that some misapprehension must exist, on your part, as it is not customary to give to contractors the length of the piles, and as no such information has ever previously been asked for from him, neither has such information ever been given on similar occasions by him.

As,

As, however, you state that you consider the Commissioner's decision arbitrary, it is his intention to lay the correspondence in this matter before the Government for their instructions.

I have, &c.,
JOHN RAE,
Secretary.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT TO
SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 7 September, 1859.*

SIR,

In reply to your letter of the 2nd instant, stating that you enclose a note from Mr. Morgan, stopping you from making any more bricks than the 40,000 at peg 22-60, I am directed by the Commissioner to inform you that no such enclosure came to hand.

In reference to your request for a general order to make bricks on the railway land, where it will not be detrimental to the line, the Commissioner regrets that he cannot give you such a general order; but he has directed the Engineer-in-Chief, for the future, on receiving any request from you to make a specified number of bricks at any defined spot upon the railway lands, to permit you to do so, where it will not be detrimental to the interests of the public.

I have, &c.,
JOHN RAE,
Secretary.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 7 September, 1859.

SIR,

I will thank you for an account of material, &c., supplied by the Government to us.

Also, a copy of the Engineer's certificate for work done last month.

I beg to state to you that the Engineer's certificate had no allowance for rock, and a full price was not allowed for ironwork.

I have, &c.,
A. RHODES.

COMMISSIONER FOR RAILWAYS to UNDER SECRETARY FOR LANDS AND PUBLIC WORKS.

*Railway Branch,
Department of Internal Communication,
Sydney, 7 September, 1859.*

SIR,

I have the honor to transmit, for the information of the Secretary for Lands and Public Works, a copy of a correspondence between Mr. Rhodes and myself relative to a request made by him to be furnished with the lengths of the piles required for the wooden viaducts on the railway works.

The request, it will be seen, was, in the first instance, made to the Engineer-in-Chief and refused.

It was subsequently made to me, and after conference with the Engineer-in-Chief on the subject, I declined to instruct him to furnish the information required.

As, however, Mr. Rhodes states that he considers my conduct arbitrary, and that he cannot start any of the wooden viaducts without the information, I take leave to bring the matter under the consideration of the Secretary for Lands and Public Works.

The grounds upon which my refusal was based were, that it is not customary to furnish such information, and that upon the contractor fairly devolves the responsibility of ascertaining the length of the piles he requires for his work.

I may add, for the information of Mr. Secretary Robertson, that if this department were to furnish the length of the piles as requested, it would be in the power of Mr. Rhodes to make a claim upon the Government for payments in addition to the net measurement provided for by his contract. For, if the whole of the piles were not required of the exact length stated, Mr. Rhodes might claim payment for scarfing those which proved too short, as well as for the whole of those found to be too long—a claim which cannot of course be made while the responsibility rests upon him of ascertaining the proper lengths of the piles.

I am informed, also, that Mr. Rhodes has commenced these works.

Under these circumstances, I have to request the approval of the Secretary for Lands and Public Works to my having declined to furnish Mr. Rhodes with the information sought for by him.

I have, &c.,
B. H. MARTINDALE.

SECRETARY

RAILWAY EXTENSION CONTRACTS.

25

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 9 September, 1859.*

SIR,

I am directed by the Commissioner to acknowledge the receipt of your letter of the 6th instant, referring to rails and chairs, and to acquaint you that he will reply by a separate communication to the various statements relative to your contract which it contains.

In the meantime the Commissioner has been directed by the Government, before whom he has laid the correspondence on the subject, to acquaint you that the Crown Solicitor will be instructed to take immediate steps to procure the restoration to this department of the rails, &c., illegally taken and detained by you, and to prevent the removal of any more; and further, that the Government will bring this matter under the attention of Sir S. M. Peto, Brassey, & Betts.

I have, &c.,
JOHN RAE,
Secretary.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 10 September, 1859.*

SIR,

I am directed by the Commissioner to acknowledge the receipt of a note from Messrs. Peto, Brassey, and Betts, of the 6th instant, relative to a quantity of waggons, &c., being put down at the Railway, Darling Harbor, and requesting permission to have them put on the line.

If, as the Commissioner presumes, this note comes from you, I am to request that you will be good enough to state exactly what you intend by the term, "put on the line."

I have, &c.,
JOHN RAE,
Secretary.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 10 September, 1859.*

SIR,

In further reply to your letter of the 6th instant, referring to rails and chairs, I am directed by the Commissioner to observe that, as you are aware, in every communication made to you by the Government, when the Commissioner was present, and in every communication made to you, whether verbal or otherwise, from this department, you have been in the most unqualified terms informed that the Government would not permit the rails for the permanent way to be used for temporary purposes.

The Commissioner has no knowledge of your having informed the Government that you would rather decline the contract than not have the means of carrying it on properly.

In reference to your letter of the 21st April, communicating the result of an interview between yourself and the Government, in the Commissioner's absence, in paragraph 4 of which you state, "I am entitled to all such rails and chairs as may be in possession of the Government, and necessary for carrying on the works (including those which may have been sent for the permanent way), and which may not be required by the Government, upon the terms the Commissioner previously arranged." I am to observe, that those terms were modified by mutual consent at the final interview between the Secretary for Lands and Public Works, the Commissioner, and yourself, which took place on the 23rd April last, the terms then agreed to being contained in the following words of the Commissioner's letter to you of that date, written in your presence at that interview:—"The Government have no objection to make to the terms as named therein, with the exception of those contained in the 4th paragraph of your letter, to which the Government cannot accede; but they are prepared, as you have already been informed, to render you such facilities as they can."

Your reply, of the same date, being,— "I have the honor to acknowledge the receipt of your letter of to-day's date, and I beg in reply to state, that I agree to the 4th paragraph of my letter of the 21st instant being excepted from the terms thereof, and I am willing to rely upon the assurance you mention to me that the Government is prepared to render such facilities as they can in reference to the matters to which such 4th paragraph relates."

Since that period the Commissioner has, as you are aware, and as is fully shewn by the correspondence that has taken place between you and him, in every way kept faith with you, by giving you not only such rails and chairs as could be spared, but also by affording you every other facility consistent with his duty.

So far from replies not having been sent to your application for rails and chairs, the Commissioner finds, by the memorandum appended hereto, that your letters to the Engineer-in-Chief on this subject have all been promptly answered, and your requests complied with as far as possible.

On the 22nd ultimo you addressed to the Commissioner a letter, in which you stated, "We have repeatedly requested the Engineer-in-Chief to let us have rails and chairs; he has replied that they should be sent, but we have not yet received those for which we wrote him."

The Commissioner was unable to reply to this letter at the time, because the Engineer-in-Chief was absent from Sydney, and he could not, therefore, refer the above statement for his report,—the more so as Mr. Whitton was daily expected to return; but, on the 26th August you called upon the Commissioner, who informed you that he had on the receipt of your letter written to the promoters of a Company who had a promise of about 400 tons of rails from the Government, to state that they must at once determine either to take or leave them, as if not wanted by the Company they would be used for other purposes, and the Commissioner added that he would reply to your letter as soon as he was in a position to do so.

The Commissioner only received a decided reply to this communication on the 5th instant, and he immediately directed the Engineer-in-Chief to ascertain if you had returned the rails illegally taken by you, with the view of arranging that a portion of the 400 tons should be sent to you if the others were returned.

Such, I am to observe, were the steps taken by the Commissioner in this matter, and the Commissioner desires in the strongest terms to repudiate any insinuation that he has not kept faith with you.

In reference to your statement that you found plenty of rails and chairs lying idle on the works, and, therefore, took those now under consideration, I am to observe that those rails were, as you are aware, sent to Campbelltown for permanent way purposes, and that there were no rails in store that could be lent for temporary purposes.

In reply to your statement, that you consider yourself the more entitled to the rails as your contract was entered into on the understanding that the leads were not to be more than half a mile, I am to observe that no such understanding was ever come to or implied; but that, on the contrary, the Engineer-in-Chief reports that you inserted such a condition in a schedule which you submitted to him, and that he struck it out, and gave you as his reasons that some of the leads would exceed that distance, and that the specification provided that the earthwork from the cuttings should be deposited in the embankments named for its reception, or to any other place of equal lead.

In reference to the final paragraph of your letter, I am to observe, that under the contract Messrs. Peto and Co. are bound to deposit the earthworks in the specified embankments without any particular quantity of rails being lent to you by the Government; and also that it was never intended, nor have you ever been instructed, to run the earthworks from the cuttings to spoil, or to make up the deficiency that would thus arise in the embankments from side-cuttings, nor can such a proceeding be permitted. On the contrary, I am to request that particular attention may be paid to the earthworks from the cuttings being deposited in accordance with the directions you have received. The system by which you state considerable expense might be saved to the Government is that which you have throughout been instructed to carry out.

I am to add that the Engineer-in-Chief reports, that whenever side-cutting has been resorted to between Liverpool and Campbelltown, the effect has been to decrease expense, and that he has never certified vouchers for any earthwork run to spoil.

The Commissioner desires me to add the expression of his regret that, under all the circumstances, you should justify the removal and retention of the rails and chairs taken by you, this being done, as pointed out to you in my letter of the 2nd instant, contrary to the terms of your contract and in defiance of the remonstrances of the Inspector of Works, acting under the instructions of the Engineer-in-Chief, and with full knowledge that such instructions had been given; and also, that you have not only not returned the rails, as requested by his letter of the 2nd instant, but that you have since continued to take them, thus compelling the Commissioner to lay the matter before the Government and to address you in the terms of his letter upon this subject of the 9th instant.

I have, &c.,

JOHN RAE,
Secretary.

[Enclosure.]

Mr. Rhodes' applications for Rails, Chairs, &c.

17th May, 1859.—Application for 500 rails.

Memo: No. 381, 17th May.—Morgan directed to let Mr. Rhodes have all the rails he can spare.

1st June, 1859.—Calling attention to letter of 17th May.

"I have requested Morgan to point out to your assistants such rails as can be spared for temporary purposes, but every cost of removal must be borne by you."—Page 387. 1/6/59.

1st June.—Application for 2,000 rails for permanent way.

Order No. 198, 4th June, 1859, page 390. 2/6/59.—"As you are not yet ready for laying one mile of permanent way, these rails are not urgently required. I will, therefore, order the permanent way materials to be forwarded to Campbelltown as rapidly as possible."

17th

17th June.—Application for three sets of points and crossings.
Memo. No. 398. 18/6/59.—Morgan directed to supply three sets of crossings and three sets of points. Page 400. 18/6/59. Mr. Rhodes informed that instructions have been given to Morgan accordingly.

22nd June.—Application for 1,000 rails for temporary purposes, to be sent to Campbelltown.
Memo. No. 401. 23/6/59.—Morgan directed to point out to Mr. Rhodes' assistants any rails that can be spared; cost of carriage to be paid by Mr. Rhodes.

Memo. 403. 27/6/59.—“If we have not 1,000 rails to lend to Mr. Rhodes to use for temporary purposes, it is clear that he cannot have them. Take care that the rails forwarded for permanent way purposes to Campbelltown are not used by him for temporary purposes.”

Page 436. 23/6/59.—“I have given instructions to Morgan, the inspector, to point out to your assistants such rails as can be spared for temporary purposes, but the cost of carriage to Campbelltown, and loading into trucks, &c., must be paid by you, as previously stated in my letter of 1st June, 1859.”

12th July, 1859.—Application for 1,000 chairs and 1,500 spikes.
Order No. 209. 18th July, 1859.—The carriage to be paid by Mr. Rhodes. Page 417. 21/7/59.

21st July.—“I will thank you to give instructions to your agents to fulfil the different orders for rails, spikes, and chairs.”

“Your letter for 1,000 chairs and 1,500 spikes was written on 12th July, during my absence in the North. I returned on the 18th July, and gave the order on the same day.”

3rd August, 1859.—Mr. Rhodes, stating that he will soon be waiting for rails, and that there are 2,000 rails on the branch line leading to Pymont which might be used for temporary purposes.

26th August, 1859.—Application for 1,760 lineal yards Barlow rails, 3,500 chairs, and 400 spikes.

Page 441. 31/8/59.—“With reference to the rails required by you for temporary purposes, I have to state that there are no rails at present that can be lent to you for that purpose.”

List of Rails, &c., supplied to Mr. Rhodes for temporary purposes.

16th June, 1859:—
4,234 lineal feet Barlow rails.
4,561 do. double-headed rails,
No. 223 saddles for Barlow rails.
„ 457 ordinary chairs.

23rd July, 1859:—
No. 1,000 chairs.
„ 1,500 spikes.

25th August, 1859:—
5,493 lineal feet double-headed rails.
100 do. standard rails.
No. 21 in. 10 crossings.
„ 14 ft. 6 in. Barlow check rails.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 13 September, 1859.*

SIR,

In reply to your letter of the 22nd ultimo, relative to rails and chairs, I am directed by the Commissioner to refer you to his communications to you, upon that subject, of the 9th and 12th instant.

I have, &c.,
JOHN RAE,
Secretary.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 15 September, 1859.

SIR,

I have the honor to acknowledge the receipt of your letter, dated 12th September, only received yesterday, in answer to mine of the 6th.

Your previous answer to the same letter, in which you threatened proceedings against me for what I considered was my duty, compelled me to send copies of the correspondence to the Minister of Lands and Works, complaining of the continued interruption I experienced at the hands of the Chief Engineer; I shall, therefore, not enter further into the question of the chairs and rails with your department until I receive a reply to that communication.

I feel, however, that I cannot for an instant delay replying to that part of your letter where you state—“That the Engineer-in-Chief reports that I inserted a condition in a schedule which I submitted to him, as to the leads, and that he struck it out, and gave as his reasons that some of the leads would exceed that distance, and that the specifications provided that the earthwork from the cutting should be deposited on the embankments named for its reception, or to any other place of equal lead.” I can only say that if such a specification should be offered me to sign, I should certainly refuse to do so, as by this I might be compelled to remove earthwork from Campbelltown and deposit at Picton, whereas any person conversant with the usual length of leads in England will inform you that half a mile is the usual distance, and that beyond that an extra price is paid. Therefore, if the schedule of prices is silent on this point the usual custom is a half-mile lead.

I am astonished beyond measure at the statement of the Chief Engineer, that there was no understanding that the leads should be half a mile. I do state most positively that this was the understanding, that Mr. Whitton did inform me there were to be half-mile leads, a few hundred yards more or less, and what is more I am fortunately in a position to prove this most conclusively, independent of my own testimony.

I have, &c.,
A. RHODES.

Mr. Rhodes further respecting rails, chairs, and leads.
Submitted, 15/9.

Engineer-in-Chief for any observations he may have to offer.
Mr. Whitton, 16/9. B. H. M. 15/9.

ENGINEER-IN-CHIEF to COMMISSIONER FOR RAILWAYS.

Mr. Rhodes letter shews most clearly that I did not arrange with him that the leads should not exceed half a mile, for he states (in his letter of the 15th instant) that "Mr. Whitton did inform me that there was to be half-mile leads, a few hundred yards more or less." Even taking this statement, the length of lead is left entirely unsettled, as a "few hundred yards" is not only indefinite, but a distance which is difficult to determine. I, however, state most positively that I never did make any arrangement with Mr. Rhodes that the length of lead should not exceed half a mile, although the matter was frequently discussed, but, on the contrary, I distinctly told him (*which he himself admits*) that some of the leads would exceed half a mile, and I therefore refused to sanction the limit of half a mile lead being inserted in the schedule finally agreed upon. I consider it a serious waste of time, which should be usefully spent, to be perpetually arguing questions with Mr. Rhodes with reference to what he states were verbal understandings, when these are directly at variance with the written conditions agreed upon between himself and the Government.

In the specification under which Mr. Rhodes accepted his contract, clause 21 is the following:—

"The contractor must deposit the earthwork from the cuttings either to the embankments named for its reception, or to such other place of equal lead that may be directed by the Engineer during the progress of the works."

Mr. Rhodes, therefore, binds himself to deposit the earthwork to the embankments named for its reception without any stipulation as to the length of lead.

The schedule also forwarded to Mr. Rhodes after the arrangement had been made relative to the prices, states:—

"Excavation from cuttings taken to embankment at per cubic yard."

There is no stipulation here made that the lead shall be restricted to half a mile, but, on the contrary, the form of tender provides that the work shall be carried out in strict accordance with the plans and specification at the prices named.

With reference to Mr. Rhodes' statement relative to the leads, that in England "half a mile is the usual distance, and that beyond that an extra price is paid," I have to observe, that in nearly every instance when contracts are entered into in England for railway works the leads beyond half a mile are not paid for as an extra upon the price of the earthwork; but that the price stated for the earthwork includes whatever length may be necessary for the proper disposal of the cuttings. In addition I may state that the prices for the various works in the contracts entered into with Sir S. M. Peto & Co. were finally approved by the Government, and in the correspondence which took place between Mr. Rhodes and the Government no allusion is made to the length of lead; it was, therefore, not in my power to supplement the contract by any restriction of this kind, nor have I had any conversation with Mr. Rhodes relative to the leads since the prices were finally agreed upon.

J. W. 20/9/59.

MR. S. W. WARBURTON to COMMISSIONER FOR RAILWAYS.

*Department of Lands and Works,
Sydney, 21 September, 1859.*

SIR,

Referring to your letter of the 7th instant, requesting the approval of the Secretary for Lands and Public Works to the course followed by you in declining to comply with Mr. Rhodes' application that he might be furnished with the length of the piles required for the wooden viaducts on the railway works, I am directed to inform you that the Secretary for Lands and Public Works, after consultation with his colleagues, is of opinion that there is no other course open to him in a professional question of this kind than to approve of the position assumed by you.

2. Mr. Secretary Robertson desires me to observe that it will be proper nevertheless for you to take every means in your power to satisfy yourself that you are right, if any doubts are in your mind on this matter.

I have, &c.,
S. W. WARBURTON,
(For the Under Secretary.)

AGENT

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 22 September, 1859.

SIR,

We beg your notice of the copy (at foot) of a letter received this day from our agent at Campbelltown, Mr. Dinham. We will thank you at your convenience to oblige us with such particulars as may guide us in the matter.

"If you have the account of timber delivered by Messrs. Jolly and Co. at the different bridges on the Menangle Extension, I should like to have a copy to compare with the quantity of timber that is on the ground at present, because Messrs. Jolly and Co. have taken some away after we had carted it to the bridges.

" B. DINHAM."

We have, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 27 September, 1859.*

SIR,

In further reference to your letters of the 22nd ult. and 6th inst., and my replies of 9th and 12th inst., I am directed by the Commissioner to inform you that he has received the instructions of the Government to permit you to have and use on the terms specified in your contract, all the single headed rails that he can spare without prejudice to the question at issue relative to the rails removed by you without his sanction from Campbelltown.

The Commissioner has therefore directed the storekeeper to issue to you at once, on your application, the whole, or any part of such rails, now in his possession, not exceeding 350 tons.

I have, &c.,
JOHN RAE,
Secretary.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 27 September, 1859.*

SIR,

In compliance with your particular request that you may receive this month as large a payment as possible, I am directed by the Commissioner to enclose you a cheque in payment of the work certified to by the Engineer-in-Chief this month, as done by you, without any deduction on account of any sums due by you to the Government.

I have, &c.,
JOHN RAE,
Secretary.

AGENT OF SIR S. M. PETO & Co. to SECRETARY FOR LANDS AND PUBLIC WORKS.

Sydney, 27 September, 1859.

SIR,

We have received no further communication since that from your office dated 21st September, respecting rails and chairs. We are at a stand-still in consequence.

We must, therefore, request your earliest convenient arrangement of this matter; otherwise we are sorry to inform you we shall be necessitated to discharge a great number of men.

We have, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 28 September, 1859.*

SIR,

In reference to your letter of the 15th instant, relative to the length of leads and the disposal of the earthwork, I am directed by the Commissioner to inform you that the Engineer-in-Chief adheres to his previous report, and I am to draw attention to your own statement, that "the leads were to be half-mile leads, a few hundred yards more or less."

The

The Commissioner has never recognised any verbal understanding either with himself or the Engineer-in-Chief, nor has he authorised that officer to come to such understandings; on the contrary, you have been continually informed that all agreements must be in writing—so much so, that you have thought it necessary to complain to the Minister on the subject, and the Minister, in reply, approved of the course pursued by the Commissioner.

I have, &c.,
JOHN RAE,
Secretary.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 28 September, 1859.*

SIR,

I am directed by the Commissioner to acknowledge the receipt of your letter of this day's date, and to inform you that the matter therein referred to shall have his early attention after he receives the letter, with full particulars, which you propose to send him this afternoon.

I have, &c.,
JOHN RAE,
Secretary.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 28 September, 1859.

SIR,

I beg to protest against the certificate or form certified by the Engineer-in-Chief, dated 28th September, shewing a balance of £4,011 19s. 3d., and which form I am forced to sign in receipt of this amount before I can receive it. I sign the forms required by your office, not because I acquiesce in their contents, but to enable me to receive the amount, which I must now inform you I receive as a payment on account, not in any way as a payment in full.

I protest against both the measurement and prices contained in those forms; and I beg to inform you that this afternoon I shall write you with full particulars, and point out what I consider the errors and omissions of the certificates in question.

I have, &c.,
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to COMMISSIONER FOR RAILWAYS.

Sydney, 29 September, 1859.

SIR,

When I commenced the construction of the Railway Extensions in New South Wales, I entered into the matter with that zeal and spirit requisite to construct the works with the expedition anticipated, as being to the interest of the Colony, and expected from Messrs. Peto, Brassey, & Betts. Accordingly I commenced at once to provide materials, and everything that I (in my capacity as contractor) considered requisite for carrying on the contract with the required expedition.

I have in previous communications explained to you, that the Government have not placed me in the position for executing the contract as promised, viz. :—

I have not had the plans, &c.—matters *in statu quo*; as the lengths of piles for bridges, the Menangle viaduct, &c.; which matters your replies have in part confirmed; the plans not having been furnished to me yet.

I have no doubt, therefore, you will see the propriety of my being reimbursed somewhat for the advances I am under for materials, &c., which are not credited me in the Engineer's certificate (as I imagine) because they have not been yet used in the construction of the works; while it must be obvious in so providing material that I was correct; which material would ere this have been used on the works and credited me in the certificate, if I had been furnished with plans, &c., as agreed.

You must be well aware that Messrs. Peto, Brassey, & Betts are under very heavy outlay sending plant, &c., &c., and that such a distance.

We are thus urgent in requesting further cash than the amount certified as due to us, for the reason that the rate of interest here current is an item of such magnitude that no profits we can anticipate in the present contract will pay.

Herewith I hand you a statement of items for which I am under cash advance, being for materials, &c., &c., provided, but which have not been credited in the certificate, and that not through any fault on the part of the contractors.

I must beg to point out to you what I consider errata in the certificate as to prices.

Ironwork 6d. per lb. should be 6½d. per schedule.

Clearing land £7 per acre should be £7 10s.

RAILWAY EXTENSION CONTRACTS.

31

I read the communication from your office, dated 27th instant, handing cheque £4,011 19s. 3d., to the effect that no reduction for expenses paid by the Government "for materials" would be made for some time; but I find from the certificate that the sum of £2,205 11s. 7d. is deducted.

A favorable reply at your earliest convenience will greatly oblige me.

I have, &c.,
A. RHODES.

[Enclosure.]

NEW SOUTH WALES RAILWAY EXTENSIONS.

STATEMENT SHEWING WORK DONE, NOT IN THE ENGINEER'S CERTIFICATE OF THE 27TH SEPTEMBER.

PENRITH EXTENSION.

Fencing	446 rods,				
In certificate	5 "	only.			
	441	..	at £160 per mile	..	220 10 0
*Permanent sleepers,	3,500	at 3s.			525 0 0
Timber, sawn (length of piles not having been given, cannot proceed to work it)					945 4 0
Ironwork for bridges, &c.,	do.	do.			150 0 0
Staking and nicking out the line, 11 miles at £50 per mile, (half done) say					275 0 0
The works were measured on the 20th, hence up to the 27th is a week's work not included, this with 10 per cent., makes nearly a stoppage of 20 per cent., say					423 0 0
					<u>£2,538 14 0</u>

CAMPBELLTOWN TO PICTON.

Timber provided by us for the viaducts, but as we had not the lengths of the piles, it has not been used					£1,230 0 0
Bricks in stock (for the Menangle viaduct, not having plans we could not proceed; have been making bricks since early in April)					1,500 0 0
†Permanent sleepers, 3,200 at 3s. 3d.					520 0 0
Ironwork for bridges, not used owing to the length of the piles not having been received					180 0 0
Lime and cement in stock for Menangle viaduct					210 0 0
Ballast in stock					250 0 0
Rock, 3,027 cubic yards; in certificate 278 ditto; 2,749 cubic yards, at 4s. 9d. (This is a most important item, and we must request a definite arrangement of this matter at once)					652 17 9
Staking and nicking out line, 20 miles (half done), at £50 per mile					500 0 0
Four days work on the Campbelltown to Picton extension, from measurement to date of certificate.					537 0 0
					<u>£5,579 17 9</u>
					<u>£8,118 11 9</u>

E. & O. E.
29 September, 1859.

By PETO, BRASSEY, AND BETTS,
Contractors.

* We cannot understand why we are not credited for these sleepers, as we have repeatedly brought them under the notice of Mr. Hall, the inspector.

† These sleepers should be credited us in the certificate. We have repeatedly called Mr. Morgan's attention to them.

NEW SOUTH WALES RAILWAY EXTENSION.

Sydney, 27 September, 1859.

RAILWAY COMMISSION to Peto, BRASSEY, & BETTS, Dr.

For materials, &c., bought in Sydney	..	..	..	..	£ 5,766 6 7
.. Horses	..	..	..	..	1,940 0 0
.. Harness, &c.	..	..	..	..	150 0 0
.. Work done	..	..	..	..	13,506 15 4
.. Materials from England	..	..	..	..	12,500 0 0
					<u>£33,863 1 11</u>
					Cr.
By cash received 27th August	..	..	..	..	5,500 0 0
.. " 27th September	..	..	..	..	4,011 19 3
					<u>9,511 19 3</u>
Amount to the debit of the works in Peto, Brassey, and Betts' account	..				<u>£24,351 2 8</u>

We wish to be permitted to draw for the £8,168 11s. 9d., as per copy herewith.

(For Peto, Brassey, & Betts)
A. RHODES.

E. & O. E.

SECRETARY

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 30 September, 1859.*

SIR,

In reference to your letter of the 22nd instant, relative to the delivery by Messrs. Jolly & Co. of timber required for the bridges on the Menangle Extension, and requesting to be furnished with particulars, I am directed by the Commissioner to transmit to you a copy of a report from the Engineer-in-Chief on this subject, and to request that, under the circumstances, you will perhaps be good enough to explain more fully what you desire.

I have, &c.,
JOHN RAE,
Secretary.

REPORT of Engineer-in-Chief in reference to Mr. Rhodes' Letter of 22nd inst.

Scott & Jolly have not, I believe, delivered any timber at the different bridges. I understand the whole of the timber has been removed from the Campbelltown Station to the different bridges by Mr. Rhodes or his agents; I cannot, therefore, give any account of the timber delivered at the bridges.

J. W.
23/9/59.

SECRETARY TO DEPARTMENT OF INTERNAL COMMUNICATION to AGENT OF SIR
S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 30 September, 1859.*

SIR,

I am directed by the Commissioner to acknowledge the receipt this day of your letter of yesterday's date, and in reply to inform you that, as you have addressed the Secretary for Lands and Public Works on the subject to which it relates, in a letter which has been referred to and reported on by the Commissioner, he must of course defer taking any steps in the matter, or making any further communication upon it, until he receives Mr. Secretary Robertson's instructions.

I am, however, to observe, that no deduction was made by the Commissioner from the amount certified by the Engineer-in-Chief, as due to you, on the 27th instant, the amount named by you, £2,205 11s. 7d., having been deducted from the August Certificate, when it was paid on the 26th ultimo.

I have, &c.,
JOHN RAE,
Secretary.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 17 May, 1859.

SIR,

I would thank you to be so good as to give your people instructions to let me have say 500 rails at the Campbelltown Station at the earliest possible convenience.

I am, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

ENGINEER-IN-CHIEF to MR. WILLIAM MORGAN.

*Great Southern Railway,
Engineer's Department,
Sydney, 17 May, 1859.*

(No. 381.)

Please to let Mr. Rhodes have as many rails as you can spare immediately. Take a receipt for the number you supply him with, and send it to me as early as practicable.

JOHN WHITTON,
(Per W. H. Quodling.)

ENGINEER-

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 18 May, 1859.*

SIR,

I forward per bearer the following drawings for the Menangle Extension, viz., Nos. 4, 5, 6, 7, 9, 10, 11, 12, 13, and 14. Drawings Nos. 1, 2, 3, and 8, you have already received, and I shall feel obliged if you will send me a receipt for the whole of the above drawings (Nos. 1 to 14 inclusive) at your earliest convenience.

Yours, &c.,

JOHN WHITTON,
(Per William Mason.)

Sydney, 19 May, 1859.

Received from John Whitton, Esq., Railway Branch, Department of Internal Communication, Nos. 1 to 14 inclusive, drawings of the Menangle Extension.

A. RHODES,
(Per R. W. Ferguson.)

ENGINEER-IN-CHIEF to MR. WILLIAM MORGAN.

*Great Southern Railway,
Engineer's Department,
Sydney, 25 May, 1859.*

(No. 386.)

Please to send to Campbelltown, for Mr. Rhodes, as early as practicable, 300 rails.

JOHN WHITTON,
(Per W. H. Quodling.)

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 1 June, 1859.

SIR,

Some time since I wrote you to have 500 rails sent to Campbelltown; I find they have not yet been sent.

Will you be so good as to expedite this matter, that we may have the carting done before the wet weather sets in.

I am, &c.,

A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 1 June, 1859.

SIR,

I will thank you to let me have plans and sections for the different river diversions; a level book shewing the heights and distances from centre peg to top of slope, for cuttings and embankments; or, if you would be kind enough to lend your book, a copy can be made in our office, and save you trouble.

To prevent all dispute, would it not be well to furnish us with copy of how the excavations are to be distributed, that is to say, to shew where there is spoil and side cutting, &c.; in fact, precisely the position in which the work is to be done.

I am, &c.,

A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 1 June, 1859.

SIR,

Will you be so good as order 2,000 rails for the permanent line, to be sent to Campbelltown Station, for the Campbelltown and Menangle Extension.

I will thank you to furnish me with dimensions for the permanent sleepers, half-round and square; also, plan for fencing.

I am, &c.,

A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 1 June, 1859.

SIR,

We passed over the Menangle Extension yesterday, and carefully enquired where the different bridges have to be made.

It appears to us that instead of putting *wooden* bridges between 20 miles 40 chains to 23 miles 10 chains, bridges may be built of *brick*, and at almost the same cost. The brick being permanent; the wood only a 20 years job, which will hereafter involve the Government in considerable expense.

We feel a delicacy in expressing this opinion, but we think, were you to go over the ground and ascertain for yourself, you would, we have not the least doubt, coincide with us. Our desire is to do the work in so good and substantial a manner as to give complete satisfaction hereafter.

We are, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 1 June, 1859.*

SIR,

I have to acknowledge the receipt of your letter of this day's date, suggesting the substitution of brick for timber for the bridges on the Menangle Extension, and expressing your opinion that the former can be built at almost the same cost as the latter.

In reply I have to say that if you will build these bridges in brick, to my satisfaction and at the same cost as they would be if executed according to the drawings furnished to you from this office, I have not the slightest objection to your doing so, but otherwise I shall decline to allow you to make any alteration in the designs.

With reference to your opinion that were I to go over the ground and ascertain for myself I should, you have not the least doubt, coincide with you, I have only to remark that I have been repeatedly over the ground, long before you came into the Colony, and I have ascertained everything which I think it necessary for me to know on this matter; but, even supposing that I had not done so, it certainly forms no part of your duty to offer such suggestions to me.

Yours, &c.,
JOHN WHITTON.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 1 June, 1859.

SIR,

My agent, Mr. Durham, informed me yesterday that Mr. Morgan wished him to pay some men; as it is generally understood that these things should not be done without orders from you.

I would therefore thank you to give Mr. Morgan the necessary order. His production thereof will save any dispute hereafter.

I am anxious to assist in every shape and form, but you are aware I must, on the reckoning day, shew for the expenditure.

I am, &c.,
A. RHODES.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 1 June, 1859.*

SIR,

I forward, per bearer, drawings Nos. 15, 16, 17, and 18 of the Menangle Extension, and I shall feel obliged if you will acknowledge their receipt at your earliest convenience.

Yours, &c.,
JOHN WHITTON,
(Per W. H. Quodling.)

1 June, 1859.

Received from John Whitton, Esq., four drawings, Nos. 15, 16, 17, and 18.
(Pro Peto, Brassey, and Betts.)
JNO. FRASER.

ENGINEER-

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 1 June, 1859.*

SIR,

In reply to your letter of this day's date, relative to your request to have 500 rails sent to the Campbelltown Station, I have to inform you that the delivery of rails at Campbelltown for temporary purposes forms no portion of your agreement with the Government. A number of rails are now at Campbelltown which were sent during my absence in the North, but the expense of loading and the cost of carriage must be paid by you. I have requested Morgan to point out to your assistants such rails as can be spared for temporary purposes, but every cost of removal must be borne by you.

I have no doubt that the men's wages, which Morgan requested Mr. Durham to pay, were for loading and unloading the temporary rails forwarded to Campbelltown, and in my opinion it would be better for you to pay these wages direct to the men than for the Commissioner to have to make a charge for the services hereafter.

Yours, &c.,
JOHN WHITTON.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 2 June, 1859.*

SIR,

With reference to your letter of the 1st instant, requesting to be furnished with plans and sections of the river diversions on the Menangle Extension, I have to state that there are no river diversions on any of the proposed extensions, and the diversions of the small creeks are not of sufficient importance to require plans or sections.

The setting out of the slopes of both cuttings and embankments is a work which I think devolves upon you, and can be so readily done upon the ground that it is not necessary to make out any list of widths in this office. The heights and depths of both embankments and cuttings are figured on the section at distances of one chain apart.

I must express my surprise that after the section of the Menangle Line has been in your possession for a month you should write, requesting "to prevent all dispute" to be furnished with a copy of "how the excavations are to be distributed." If you will refer to the section furnished to you from this office you will find that the disposal of the earthwork is clearly stated.

Yours, &c.,
JOHN WHITTON.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 2 June, 1859.*

SIR,

In reply to your letter of the 1st instant asking for the delivery of 2,000 rails at the Campbelltown Station, for permanent purposes, I may observe that 2,000 rails at 20 feet each would be 40,000 feet, or equal to 4 miles of single way.

As you are not yet ready for laying one mile of permanent way these rails are not urgently required; I will, however, order the permanent way materials to be forwarded to Campbelltown as rapidly as possible.

Before any portion of the permanent way be laid the formation must be satisfactorily trimmed, permission will then be given by me, in writing, for you to proceed with this work.

By your arrangement with me the other day, the pitching for the bottom ballast must always be kept in advance of the permanent way; it will, therefore, be necessary for you to have a portion of this pitching done before commencing to lay the road.

The permanent sleepers are half round, 9 feet long, 9 inches by 4½ inches, and may be either ironbark or boxwood; the drawing and specification for the fencing can be seen at this office.

I have, &c.,
JOHN WHITTON.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 3 June, 1859.

SIR,

We will thank you (if it can possibly be done, and as it will prevent dispute) to furnish us with a definite cube of all rock, dirt, &c., to be excavated in the cuttings on the Peurith and Picton Lines.

This will greatly facilitate our settlement with the parties employed, as well as the final arrangements with yourself.

We are, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

ENGINEER-

ENGINEER-IN-CHIEF to STOREKEEPER.

(No. 193.)

Great Southern Railway,
 Engineer's Department,
 4 June, 1859.

Please to supply the following articles to the Campbelltown Station, for the permanent way of the extension from Campbelltown to Menangle:—2,000 double-headed rails, with the necessary chairs, fish-plates, bolts, nuts, spikes, and keys.

JOHN WHITTON.

ENGINEER-IN-CHIEF to MR. WILLIAM MORGAN.

(No. 391.)

Great Southern Railway,
 Engineer's Department,
 Sydney, 4 June, 1859.

I have given an order to the Storekeeper to forward to the Campbelltown Station, for the permanent way of the Menangle Extension, 2,000 rails, with the necessary chairs, fish-plates, &c. These materials must *not* be used for temporary purposes; but, if Mr. Rhodes should so employ any of them, please to inform me at once.

JOHN WHITTON,
 (Per W. H. Quodling.)

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

Railway Branch,
 Department of Internal Communication,
 Sydney, 6 June, 1859.

SIR,

In your letter of the 3rd of June, you say, "We will thank you (if it can possibly be done, and as it will prevent dispute) to furnish us with a definitive cube of all "rock, dirt, &c., to be excavated in the cuttings on the Penrith and Picton Lines.

"This will greatly facilitate our settlement with the parties employed, as well as the "final arrangement with yourself."

I regret that you should have thought it advisable to ask such a question, as you must be perfectly aware that it is one which cannot possibly be answered until the whole of the excavations are completed, and, as you are paid on a schedule of prices, I cannot see that the information, if obtained, could be of the slightest use.

The quantities, if given to you, could not be "definitive," but *assumed*, and such information would not facilitate but greatly retard any settlement with the "parties employed," as well as the final arrangement with myself.

Yours, &c.,
 JOHN WHITTON.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

Railway Branch,
 Department of Internal Communication,
 Sydney, 6 June, 1859.

SIR,

With reference to my verbal arrangement with you on Saturday last, relative to the substitution of a brick for a timber bridge on the Menangle Extension, I have to request that a drawing be furnished to me shewing in detail the bridge you propose to build in brick before any portion of the work be commenced.

No alteration whatever must be made in any of the drawings forwarded to you, unless you receive from me a written permission to do so.

Yours, &c.,
 JOHN WHITTON.

AGENT OF SIR S. M. PETO & Co., to ENGINEER-IN-CHIEF.

Sydney, 17 June, 1859.

SIR,

Will you please give instructions to your Inspector, Mr. Morgan, to let us have three sets of points and crossings for Barlow's rails.

Yours, &c.,
 (For Peto, Brassey, and Betts.)
 A. RHODES.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

Railway Branch,
 Department of Internal Communication,
 Sydney, 18 June, 1859.

SIR,

In compliance with the request contained in your letter of the 17th instant, I have given instructions to Morgan relative to the crossings you require for temporary purposes.

Yours, &c.,
 JOHN WHITTON.

ENGINEER-

ENGINEER-IN-CHIEF to MR. WILLIAM MORGAN.

*Great Southern Railway,
Engineer's Department,
Sydney, 18 June, 1859.*

(No. 398.)

If we have any old crossings made originally for the Barlow rail, and which are not required for permanent purposes, you may let Mr. Rhodes have three (3) sets for his temporary way.

Mr. Rhodes also asks for three sets of "points," by which, I presume, he requires switches; if we have any which are so much worn as to be *utterly unfit for permanent way*, you may let him have them, but not otherwise.

JOHN WHITTON.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 18 June, 1859.

SIR,

I will thank you as early as possible to oblige me with plans and sections. I have two draftsmen in my office, and must keep them employed.

I am, &c.,
A. RHODES,
(Per Jno. Fraser.)

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 20 June, 1859.*

SIR,

In reply to your letter of the 18th instant, I have to inform you that copies of the working plan and section of the Western Line, from the Blacktown Road to Penrith, will be ready to-morrow, and will be forwarded to you immediately after the proclamation of the line.

Yours, &c.,
JOHN WHITTON.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 22 June, 1859.

SIR,

We will thank you to give instructions for 1,000 rails for temporary purposes, to be sent to Campbelltown Station at the earliest convenience.

We are, &c.,
(For Peto, Brasscy, and Betts.)
A. RHODES.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO AND Co.

*Railway Branch,
Department of Internal Communication,
23 June, 1859.*

SIR,

In accordance with the request contained in your letter of yesterday's date, I have given instructions to Morgan, the Inspector, to point out to your assistants such rails as can be spared for temporary purposes; but the cost of carriage to Campbelltown, and loading into trucks, &c., must be paid by you, as previously stated in my letter dated June 1st, '59.

I have, &c.,
JOHN WHITTON.

ENGINEER-IN-CHIEF to MR. WILLIAM MORGAN.

*Great Southern Railway,
Engineer's Department,
Sydney 23 June, 1859.*

(No. 401.)

Mr. Rhodes has made application for an additional supply of rails for temporary purposes,—viz., 1,000 rails. I have written to him to say that you will point out to his assistants any rails that we can spare for such purposes.

If, therefore, we have any rails which have not been sent to Campbelltown for permanent way purposes you may allow him to have the use of them, but he must not use any rails which have been taken by us to Campbelltown at his request for permanent work. Of course you will take a receipt for all rails lent to him, in the same manner as you did for those previously forwarded. I have written to Mr. Nealds relative to the unloading of the rails.

JOHN WHITTON.

Received

Received Drawing No. 20, being cross-section of Great Western Railway from Parramatta to Penrith.

7 July, 1859.

A. RHODES,
(Per R. M. Ferguson.)

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 12 July, 1859.

DEAR SIR,

Will you please be so good as to have sent to Campbelltown Station,—1,000 chairs and 1,500 spikes, for temporary purposes.

We have, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 14 July, 1859.

SIR,

Yesterday I walked over the line from Penrith to Blacktown, and I am sorry to say that I did not find one peg for slopes, nor any person on the line setting out for you. There are some pegs put in for the fencing, but as you are aware it is only so short a time since the Government agreed about the fencing that we do not want this setting out all at once.

I should feel obliged if you would give orders to set out the different cuttings, river diversions, road approaches, &c., in such order as will facilitate the progress of the works. Also to give us the lengths of the piles for the different wooden bridges on the Penrith Line.

I have, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 14 July, 1859.

SIR,

Will you be so good as to let us know the length of piles required for the wooden viaducts at 23 miles 47 chains, 23 miles 65 chains, 24 miles 24 chains, 25 miles 53 chains, between Campbelltown and Menangle.

We are, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 14 July, 1859.

SIR,

Annexed I beg to hand you copy of a letter from one of my Superintendents, Campbelltown. In calling your attention to the matter, I beg that Mr. Morgan may be furnished with instructions in writing for any proceedings of this kind in future.

Yours, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

[Enclosure.]

Campbelltown,
July 13, 1859.

Dear Sir,

I beg to ask instructions in the following matter:—Mr. Morgan has given his men instructions to pull up the fence which encloses our Depot on the southern side, and is part of an old fence apparently existing previously to the bank being made which it crosses.

Mr. John Rhodes seeing them remove it, and also one of our notice boards of "no admittance," asked them the reason for removing it: said they only carried out Mr. Morgan's instructions; when he requested them to leave it (as it left the yard open at this side) until we knew how to act in the matter. They said they would leave it until Mr. Morgan returned to-night.

The line of railway is now fenced in at this point, but of course the removal of the fence leaves the yard exposed.

Mr. Morgan being from home I have not been able to see him, and Mr. Durham being absent I thought it advisable to acquaint you of the matter. Until I hear from you, I shall let them proceed as they think proper.

Yours, truly,
G. THORNTON.

This matter is too frivolous to reply to. See Morgan's explanation, dated July 6, 1859.

J. W.

AGENT

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 14 July, 1859.

SIR,

Annexed I beg to hand you Extract of a letter from my Agent, South Creek, begging your attention to the matter therein referred to.

Yours, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

(Extract.)

"The pegs put in for the fence line are very bad, and not driven well in the ground. When there is much clearing the pegs will be lost before the ground is cleared."
"South Creek, July 13."

A most frivolous complaint; surely if Mr. Rhodes has no assistance competent to set out fencing and slopes, he can find a man able to drive a stake. If trees were fixed they might be knocked down by carelessness in clearing.

J. W.
19 July, 1859.

MR. WILLIAM MORGAN to ENGINEER-IN-CHIEF.

Great Southern Railway,
Engineer's Department,
Campbelltown, 16 July, 1859.

(No. 211.)

SIR,

In reply to yours of yesterday respecting Mr. Rhodes' complaint, I beg to explain, in the first place, the fence in question was no safeguard whatever to the depôt, one portion being buried within 2 feet 6 inches of the top, with the embankment of the Menangle Extension at 20 miles 43 chains; secondly, since the main fence has been completed on both sides of the line from 20 miles 43 chains to 20 miles 75 chains, the slip rail originally used for carting materials has not, to the best of my recollection, been used since, and but seldom before, and only one then, and that being 4 feet 6 inches from the ground, so that a thief even then would find no difficulty in walking under.

Thirdly. Knowing the fence to be the property of the Commissioner, and, as I understood from Mr. Thornton, one of Mr. Rhodes' engineers, that they intended laying the permanent way at once; knowing the permanent way could not be laid without its removal, I thought I was in duty bound to remove it; consequently I instructed Pollock, the man I have examining sleepers on the Great Western as well as the Great Southern Railway, to take down and stack the same for the Commissioner's use; accordingly the man had taken down one panel, measuring 16 feet, when Mr. John Rhodes, the depôt foreman, requested the man to let it remain until he (Mr. John Rhodes) had seen me; the man did so, I then being at Douglas Park, on the Picton Extension; however, I saw the foreman next morning. My reply to him was, had I known their views of the fence I would not have ordered its removal; consequently, the fence now stands, with the exception of the two panels in question. I cannot see what Mr. Rhodes has to complain of.

I am, &c.,
WILLIAM MORGAN.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

Railway Branch,
Department of Internal Communication,
Sydney, 18 July, 1859.

SIR,

In consequence of my absence from Sydney, some delay has unfortunately taken place in replying to your letter of the 14th instant. I left Sydney for the North on the 7th instant, and previous to my departure Mr. Burrows had left for Penrith, to set out the fencing and slopes of cuttings and embankments on Contract No. 2 of the Western Line; I am, therefore, at a loss to understand the meaning of your statement, that there was no one on the line setting out this work during your visit to Penrith on the 13th.

With reference to your request to be furnished with the lengths of the piles for the bridges, I have only to remark that this is a matter exclusively belonging to yourself, as contractor, and you must form your own opinion as to the length of the piles required for the different bridges.

Yours, &c.,
JOHN WHITTON.

ENGINEER-

ENGINEER-IN-CHIEF to STOREKEEPER.

*Great Southern Railway,
Engineer's Department,
18 July, 1859.*

Please to supply the following articles to Mr. Rhodes, Campbelltown Station, for temporary purposes:—

1,000 chairs,
1,500 spikes.

JOHN WHITTON.

The carriage of the above to be charged to Mr. Rhodes, and a return of the quantity supplied to be sent to this Office.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 19 July, 1859.

SIR,

We are in receipt of your favor yesterday's date, and note your remarks concerning the length of the piles, viz. :—

"That this is a matter exclusively belonging to yourself, as contractor, and you must form your own opinion as to the lengths of the piles required for the different bridges."

In reply we would remind you, that this is not a *lump sum* contract, but *measurement*, and consequently the matter rests with the engineer, not the contractor. We fear until we are furnished with the lengths of these piles we cannot proceed.

We are, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 19 July, 1859:

SIR,

We will thank you for certificate of work done on the Campbelltown and Penrith Extensions, to the end of this month.

We are, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 19 July, 1859.

SIR,

On careful examination of the slopes given in your section for the Penrith Line, I fear some of the cuttings must be $1\frac{1}{2}$ to 1 instead of 1 to 1, or $1\frac{1}{4}$ to 1.

I also observe that some of the culverts will not be large enough for the watercourses.

If you could possibly spare time to go over the lines with Mr. Rhodes, we think these matters could be better arranged, and save so much writing.

Yours, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

ENGINEER-IN-CHIEF to THE AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 20 July, 1859.*

SIR,

With reference to your letter of yesterday's date relative to the length of the piles for the timber bridges, I have little to add to my letter to you on the same subject, dated the 18th instant. You are, no doubt, aware that for all timber in bridges, and for all other work, you are to be paid on the net measurement as executed, and it therefore forms exclusively a portion of your duty to determine as to what particular length of pile shall be pitched for each bridge.

Yours, &c.,
JOHN WHITTON.

ENGINEER-

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 20 July, 1859.*

SIR,

In reply to your letter of the 19th instant relative to the slopes of the cuttings on the Penrith Line, I have to request that you will be good enough to carry out the works in accordance with the instructions you have already received from this office.

No alteration whatever must be made by you either to the slopes of the cuttings, or in the sizes of the culverts.

Yours, &c.,
JOHN WHITTON.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 21 July, 1859.

SIR,

I beg your attention to the under copy of a letter received from my Agent Campbelltown:—

Campbelltown, 20 July, 1859.

Dear Sir,

I received the enclosed tracing for Turnpike Road Bridge at Camden road crossing, 20 miles 75 chains, from Mr. Morgan yesterday. I wish to know whether we are to go on with the bridge according to the drawing or not. If so please return drawing at once so that we can commence getting timber for it. Please also send along with drawing instructions in reference to the temporary bridge that will have to be erected before the old one can be removed.

Yours, &c.,
B. DURHAM.

A. Rhodes, Esq.

I cannot understand Mr. Morgan giving plans, &c., to my Agents, and trying to treat with them for pulling down bridge, &c., without my being informed, as it was thoroughly understood that all plans and orders were to proceed from your office to me.

I am, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 21 July, 1859.

SIR,

I have to request your consideration of the matter alluded to in the under copy of letter received from my Campbelltown Agent.

Yours, &c.,
A. RHODES.

Campbelltown, 20 July, 1859.

Dear Sir,

We are now ready to lay the permanent way from 20 miles 40 chains to 20 miles 75 chains, but before doing so we wish to know if the formation is correct; in fact, we require general instructions as to levels and centres for this portion before we can proceed with the road laying. We also wish to know what height we are to keep the banks above formation, and what width we should give to allow for settlement.

Yours, &c.,
B. DURHAM.

A. Rhodes, Esq.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 21 July, 1859.

(No. 1.)
SIR,

Our banks on the Penrith Line are stopped for want of the culverts being set out. Please be so good as to send some one immediately to set them out, that the works be not stopped.

We are, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 21 July, 1859.

(No. 2.)
SIR,

On examination of the wooden viaduct at 23 miles 47 chains I find the bridge is stopping our carrying on the bank. Although any suggestions I may make go for nothing, I cannot be passive when I perceive matters going wrong.

There is an incline of 1 in 70. The stream can be diverted at half the expense of making the bridge, and allow us to proceed with the bank.

I have made a section thereof, and I think you would do well to send some one to see the propriety of what I urge, for your own satisfaction.

Yours, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

(No. 3.)

Sydney, 21 July, 1859.

SIR,

We duly received your favors of yesterday respecting the lengths of the piles for bridges, &c. I beg to say that, according to the contract between us and the Government, the work was to be set out, and plans given to us, of all we had to do.

You may be firm in your dealings with us, but we look to the Government to carry out the terms of the contract.

We are, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

(No. 4.)

Sydney, 21 July, 1859.

SIR,

Some time ago I desired you to let me know the different quantities of dirt and rock in each cutting on the Picton and Penrith Extension.

This we particularly wish done, to save any dispute hereafter.

We are, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

(No. 5.)

Sydney, 21 July, 1859.

SIR,

I will thank you to give instructions to your agents to fulfil the different orders for rails, spikes, and chairs.

I am, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

(No. 6.)

Sydney, 21 July, 1859.

SIR,

We wish to proceed with the permanent road between 20 miles 40 chains to 20 miles 75 chains on the Menangle Extension, and we beg you will send some one to verify the formation before we lay the permanent road.

We want plans and sections for river diversions and road approaches between Campbell town and Menangle.

We are, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

Railway Branch,
Department of Internal Communication,
Sydney, 21 July, 1859.

SIR,

I have to acknowledge the receipt of the following letters from you of this day's date:—

- No. 1.—Relative to setting out the culverts on the Penrith Line.
- No. 2.—Stating that a bridge not having been built on the Campbelltown and Menangle Line, at 23 miles 47 chains, you are prevented carrying on the bank.
- No. 3.—Relative to the length of piles for bridges.
- No. 4.—Asking for the "quantities of rock and dirt" on the Penrith and Picton Extensions.
- No. 5.—Requesting me to give instructions to my agents to fulfil orders for rails, chairs, &c.
- No. 6.—Relative to the laying of the permanent way on the Campbelltown Extension.

With reference to letter No. 1, I have to remark, that your request to have the culverts set out "that the works be not stopped," is not only unusual, but one which few contractors ever require. I will, however, send some one down for this purpose, but you will please to bear in mind that you are responsible for the accuracy of all work, both as regards the setting out and the execution.

Letter No. 2.—If your works be "stopped" in consequence of the bridge not having been built at 23 miles 47 chains on the Campbelltown Line, you really have no one to blame but

but yourself, as the drawing for this bridge was given to you on the 1st June. I decline to make the alteration you suggest.

Letter No. 3.—There is nothing in your contract with the Government authorising me to give to you the lengths of the piles for the bridges. I must, therefore, decline to do so.

Letter No. 4.—I can only refer you to my letter to you on the same subject, dated June 6th.

Letter No. 5.—Your letter for 1,000 chairs and 1,500 spikes was written on the 12th July, during my absence in the North; I returned on the 18th July, and gave the order the same day.

Letter No. 6.—The permanent way must not be laid on the formation. The pitching must first be done, and then the permanent way can be laid, assuming that the formation be properly trimmed and otherwise satisfactory.

Yours, &c.

JOHN WHITTON.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
22 July, 1859.*

SIR,

In reply to your letter of the 21st instant, relative to the centres and levels for the permanent way on the extension from Campbelltown to Menangle, I have to inform you that these will be given to you on Monday next. As the works proceed it will be requisite, to avoid disappointment, that you take the usual precaution to preserve the centre line, so that it can be set out until the completion of the excavations without any further assistance from this department.

With reference to your request to be furnished with the allowance to be made by you for settlement in the banks, I have to observe, that as you have to lay and ballast the permanent way, and hand over the line to the Commissioner, on the day of opening, in a satisfactory condition, I cannot at all interfere with you as to what allowance should be made for settlement; this allowance will of course depend upon the nature of the material of which the banks are composed, and is altogether a matter for the exercise of your own judgment.

It will be my duty to see, when the line is handed over by you to the Commissioner, that the work has been performed in accordance with the conditions named in the specification.

Yours, &c.,

JOHN WHITTON.

MR. W. H. QUODLING to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 25 July, 1859.*

SIR,

I am directed by the Engineer-in-Chief to request you to return to this office, at your earliest convenience, the undermentioned drawings, which you received from him on the 20th ultimo, viz. :—No. 1, drawing of public road gate extension, Liverpool to Campbelltown; No. 2, drawing of occupation gate; No. 3, drawing of level crossings, occupation road, and public road.

Yours, &c.,

W. H. QUODLING.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 25 July, 1859.

SIR,

Enclosed is a section of the proposed diversion I mentioned to you in my letter the other day, between 23 miles 47 chains and 23 miles 65 chains, to shew you that the viaduct at 23.47 can be very well dispensed with. Please to give your last decision in the matter.

I am, &c.,

(For Peto, Brassey, and Betts,)

A. RHODES.

ENGINEER-

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 25 July, 1859.*

SIR,

I have to acknowledge the receipt of your letter of this day's date, containing a second request to be allowed to dispense with the timber bridge on the Campbelltown Line at 23 miles 47 chains, and I beg to inform you that having again considered the subject, I cannot sanction the alteration you suggest.

Yours, &c.,
JOHN WHITTON.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 25 July, 1859.*

SIR,

With reference to your letter of the 21st instant, relative to the instructions given to your agent by Morgan, the Inspector, I have to observe that Morgan, in communicating with your agent, was acting by my orders, and that the tracing furnished by him to Mr. Durham had upon it my initials.

As it is impossible for me to give written instructions for every minor matter on works of such magnitude as railways, I have to request that for the future any verbal or written instructions given by Morgan may be acted upon as if given by myself, and that you instruct your agents accordingly.

The erection of a temporary bridge over the creek at Camden is a work for which no arrangements have been made relative to the cost, neither does it form any portion of your existing contract; it was, therefore, by my direction that Morgan named this matter to Mr. Durham, as I considered that he acted for you in your absence. Under these circumstances, I see no impropriety in Morgan's conduct.

With reference to your remark, that "it was thoroughly understood that all plans and orders were to proceed from your office to me," I have to state that no proposition of the kind was ever made to me, nor should I consider such an arrangement judicious.

Yours, &c.,
JOHN WHITTON.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

SIR,

Sydney, 28 July, 1859.

I have the letter of which the under is a copy to-day from Mr. Durham. May I request your kind attention thereto.

I am, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

Campbelltown, 28 July, 1859.

Dear Sir,

We are in want of a template to adze the sleepers by, and a guage to lay the permanent road with. The above are required for to keep in the office, so that all the others can be made from them.

I am, &c.,
B. DURHAM,

A. Rhodes, Esq.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 29 July, 1859.

SIR,

We beg to call your attention to the matter referred to in the under letter from Mr. Durham.

Yours, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

Campbelltown, July 26, 1859.

Sir,

The engineers have put in the centres and levels on the line between pegs 20 miles 40 chains and 20 miles 76 chains, but the pegs are very bad, not well driven in.

The centres are put in for the single line and not for the double, so that when the road is laid, the peg will be between the rails instead of being outside; and perhaps when the road is put in, a sleeper will require laying where a peg stands, and then it must be taken up and the centre will be lost. Whereas if they were outside the rail, they would be clear of everything.

A. Rhodes, Esq.

I am, &c.,
B. DURHAM.

ENGINEER-

ENGINEER-IN-CHIEF to AGENT OF SIR. S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 30 July, 1859.*

SIR,

In reply to your letter of yesterday's date, enclosing copy of a letter from Mr. Durham, I have to inform you that I have given instructions that a template for adzing sleepers, and a guage for the permanent way be made and forwarded to your office at Campbelltown, as early as practicable.

With reference to your second letter of the same date, relative to the centres for the permanent way, I will, as you request, have the centres and levels in future put in for the double instead of the single line, care being taken by your agents to observe, in all cases, that the centre for the single line (the one you are now constructing) is five feet six inches on the east side of the centre for the double line; or five feet six inches on the left hand side, looking from Campbelltown towards Picton.

Yours, &c.,
JOHN WHITTON.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 30 July, 1859.

SIR,

In your letter dated to-day, you say,—“ That the centre for the single line “ (the one you are now constructing) is five feet six inches on the east side of the centre for “ the double line, or five feet six inches* looking on the left hand side from Campbelltown “ towards Picton.”

Will you please give us a section, shewing exactly the position of the rails to be laid on the sleepers, with full dimensions as the permanent road is to be laid in the cutting or embankments. It is customary (we may say latterly it has been the case) to allow half an inch extra on curves. Of course this is only our suggestion, but from experience, we can say it is productive of much saving to wheel tires to pay attention to the matter. In fact, we have known many miles of road new spiked in consideration thereof.

We are, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 30 July, 1859.

SIR,

Some time ago when I verbally asked you to give instructions to your engineers to put in formation pegs as a kind of bench mark at each end of the cuttings on the Picton and Penrith Lines, you were so good as to say it should be done. May I request as early attention thereto as convenient.

Yours, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 1 August, 1859.

SIR,

Herewith I send you sample of limestone received from between Penrith and Bathurst. I have not tried it, but it appears to me to be good. Will it suit for railway purposes? The sample in the bag is burnt, the other the natural state.

I am, &c.,
(For A. Rhodes,)
JNO. FRASER.

MR. W. H. QUODLING to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 22 August, 1859.*

SIR,

I am directed by the Engineer-in-Chief to inform you that he can form no opinion of the quality of the mortar when mixed ready for use for the several railway works from the specimens of lime and limestone forwarded to him, accompanied by your letter of yesterday's date.

The inspector on the line will give an opinion as to the quality of the mortar you propose to use when the works are in progress.

Yours, &c.,
W. H. QUODLING.

AGENT

* Incorrectly quoted. The correct quotation is as follows : “ or 5 feet 6 inches on the left hand “ side, looking from Campbelltown towards Picton.”

RAILWAY EXTENSION CONTRACTS.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 3 August, 1859.

SIR,

I should be glad to be informed what day I may have the pleasure of your company over the Penrith and Picton Lines, for the arrangement of matters which I urge can be so much better settled on the ground than by writing for.

I am, &c.,
A. RHODES.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

Railway Branch,
Department of Internal Communication,
Sydney, 4 August, 1859.

SIR,

One of my assistants will leave here to-morrow to set out the fencing and slopes for the extension of the Southern Railway, from Menangle to Douglas Range, and will, also, as early as possible, put in bench marks at the end and commencement of each cutting in this district, as requested in your letter of the 30th July.

In reply to your letter of yesterday's date, requesting me to accompany you over the Penrith and Picton Lines, I have to state that I cannot, at present, name any day for this purpose. You appear to think it necessary that I should go over the lines with you to settle various matters on the ground; but as you are in possession of every information to enable you to proceed energetically with the whole of the earthworks, I am at a loss to understand what matters can require settlement on the ground. Verbal arrangements are always unsatisfactory; and if you will be good enough to state to me in writing the nature of the information you require, I shall be most happy to give the matter every attention; and, in so doing, if I find it requisite to go over the line with you, I will name for this purpose the earliest day possible.

With reference to your letter of the 30th July, relative to the position of the rails when permanently laid, I have to remark that in adzing the sleepers for the chairs care must be taken to leave, as nearly as possible, the same distance from each end of the sleeper to the chair; that the road, when laid, is to be of the 4 feet 8½ in. gauge, and laid in the centre of the single line both in cuttings and embankments, as described in the specifications.

No part of the road to be laid to any other gauge than 4 feet 8½ in., either on curves or straight portions, without an order from me in writing.

Yours, &c.,
JOHN WHITTON.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 3 August, 1859.

SIR,

I beg your kind attention to the under letter from my agent, Mr. Durham, at Campbelltown.

Yours, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

Campbelltown, 2 August, 1859.

Dear Sir,

I have examined the ground taken for side-cutting at Menangle, and I find it is all taken on the low side. I think it would be a deal better if the Engineer would allow us to take it from both sides of the line, from peg 26-31 to 26-53. It will take a strip of land about 11 yards wide and 1½ deep to make up the off-side-cutting required in the bank, deducting the opening for the bridge at peg 26-33.

A. Rhodes, Esq.

I am, &c.,
B. DURHAM.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 3 August, 1859.

SIR,

Will you be so good as to send some person to set out the cuttings, embankments, &c., &c., between Menangle and Douglas Park. On going over the ground yesterday we find that this work has not been done yet.

We are, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

AGENT

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 3 August, 1859.

SIR,

We shall soon be waiting for rails for temporary purposes. Will you be good enough to hasten the orders we have sent to you for them.

We find the Government has about 2,000 rails at your branch road leading to Pyrmont bridge. It would be a great pity if we should be stopped when we get into full work for want of these rails, when they are lying there doing nothing. In fact, it would be better to work them than have them lying there rusting.

We are, &c.,
(Pro Peto, Brassey, and Betts,)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 4 August, 1859.

SIR,

On looking over the cross sections for cuttings and embankments on the different extensions, we find that the distances the fencing is to be from the bottom of embankments and top of cuttings is not stated.

Will you kindly oblige us with these particulars.

We are, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

MR. W. H. QUODLING to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 4 August, 1859.*

SIR,

I am directed by the Engineer-in-Chief to call your attention to a letter from this office, dated the 25th ult., requesting you to return three drawings of levels, crossings, &c.

Yours, &c.,
W. H. QUODLING.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 6 August, 1859.*

SIR,

In reply to your letter of the 3rd instant relative to the land taken for side cuttings at Menangle, I have to state that I can see no sufficient reason for making the alteration you suggest. From the cross section you forwarded, I am induced to believe that you are under the impression that in taking out side cutting it is only necessary to leave a sufficient cess between the foot of the slopes of the single line and the top of the slope of the side cutting.

This, however, is not the case, the land is taken throughout for a double line, and no side cutting or other work must interfere with the after construction of the works required for a double line. The top of the slope of the side cutting, therefore, at Menangle, must not, on the west side, be nearer to the foot of the slope of the embankment for the single line than seventeen feet (17 feet), leaving six feet from the foot of the slope of the double line when constructed to the top of the slope of side cutting.

No side cutting must be nearer to the foot of the slope of any embankment than six feet; care being always taken to leave the proper width in addition for the construction of the double line.

Yours, &c.,
JOHN WHITTON.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney 6 August, 1859.

SIR,

In reply to your letter of 6th August, wherein you say, "Relative to the land taken for cutting* at Menangle, I have to state that I can see no sufficient reason for making the alteration you suggest."

When I agreed with the Government, it was well understood that every facility was to be given me for carrying on these works. I beg to inform you that I am sure that any person

* "Side" cutting in the original.

person who has a knowledge of these works, would see quite sufficient reason for making the alteration suggested in my letter of the 3rd.

I will thank you to send us cross sections where side cuttings are to be made, &c., as on this occasion, through your plan not indicating sufficiently the dimensions, we have made a mistake.

I am thoroughly persuaded the works will not be executed with any expedition or any harmony until you put resident engineers on the line; and I here beg to inform you that I have expressed myself to this effect to the Government.

I am, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 6 August, 1859.

SIR,

In setting out the line your pegs are set out for the centre of the double line. Please give us a cross section, shewing the position of the double line, so that we can calculate always from the centre pegs. Also to give us the distances from tops of slopes to bottoms of embankments to the fencing.

In fact a general section of the cross section of the line from fence to fence.

We are, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 6 August, 1859.

SIR,

I have again been over the line, from Penrith to Blacktown, and have not seen one of your assistants. I will not here enter into discussion on this matter, but I will again observe that I think it would be so beneficial if you and I together went over the line, that you may see and hear my explanations of how matters are.

Whatever arrangements you and I make verbally can be put in writing, and placed in just the same official position as though emanating primarily from your office in Phillip-street.

I am, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 8 August, 1859.*

SIR,

In reply to your letter of the 4th instant, asking to have the distances from the fencing to the top of the slopes "stated" on the cross section for cuttings and embankments, I have to refer you to the plans of the lines in your possession, which will shew you the impossibility of my being able to give, on a general section, the information you request.

The land is principally taken parallel to the centre line of railway, and as the distance from the fencing to the slopes of both cuttings and embankments must vary with the depth of the former, and height of the latter, the information you ask for would not only be useless, but might lead your agents into the commission of very serious errors during the construction of the works. In addition to which I may observe, that as the fencing and the slopes of cuttings and embankments are all set out for you on the Western Line, and are now being set out on the Southern Line, this information, even assuming that it could be supplied, is not necessary.

Yours, &c.,
JOHN WHITTON.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 8 August, 1859.*

SIR,

With reference to your letter of the 6th instant, relative to your request that I should accompany you over the Penrith Line, I have little to add to my letter of the 4th instant on this subject.

The pressure of important duties will not allow of my leaving Sydney at present, nor do I see that by so doing I could render you any assistance on the ground that I cannot give you here.

In

In reply to the statement that you "have again been over the line from Penrith to Blacktown, and have not seen one of your assistants,"—

I have to remark that Mr. Burrows has been engaged upon the Penrith Line from July 6th to 12th, from July 15th to 19th, and from the 25th July to 2nd August; that during these periods you have not been over the line, to Mr. Burrows' knowledge, except on two occasions, and that you have not applied to him for any information relative to the works.

Mr. Hall is now on the Penrith Line, and will report to me if any information be required by you which he is not in a position to furnish.

Yours, &c.,
JOHN WHITTON.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 9 August, 1859.

SIR,
Will you be so good as to let us have the borings of the cuttings on the Penrith and Picton Line.

We are, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

Railway Branch,
Department of Internal Communication,
Sydney, 10 August, 1859.

SIR,

In reply to your letter of the 6th instant, requesting to be furnished with cross sections of the proposed side cutting at Menangle, I have to observe that such information is not at all necessary to enable you to carry out the works. Probably it will be advisable for me to recapitulate the information with which you have been already supplied.

1. The centre of the double line of railway is staked out on the ground, the stakes being 22 yards, or 1 chain apart.
2. A working section (accompanied by a general plan) has been furnished to you shewing the height of each stake above the datum, and the height of the formation at each stake above the datum.
3. The height of embankment or depth of cutting, at each stake, is figured on the section.
4. A complete disposal of all the earthworks was forwarded to you with the working section.
5. The width of fencing has been set out for you on the ground.
6. The slopes of all cuttings and embankments (for the single line) have been, or are being, set out for you on the ground.
7. The centre for the single line is stated in the specification to be 5 feet 6 inches (for the Southern Line) on the east side of the stakes for the double line; I also stated this to you in my letter of July 30th, and this information is given on the working drawings of the bridges.
8. I also informed you by my letter of the 6th instant in reply to yours of the 3rd instant, that the side cutting was not to be commenced, on the west side, nearer to the foot of the slope of the embankment for the single line than (17 feet) seventeen feet, leaving 6 feet from the foot of the slope of the double line, when constructed, to the top of the slope of side cutting.

More complete information than you have already obtained it is impossible to give, and I can do nothing further to assist you unless I send some one to discharge the duties exclusively belonging to yourself as contractor.

Yours, &c.,
JOHN WHITTON.

MR. W. H. QUODLING to AGENT OF SIR S. M. PETO & Co.

Railway Branch,
Department of Internal Communication,
Sydney, 11 August, 1859.

SIR,

I have been directed by the Engineer-in-Chief to forward to you the under-mentioned drawings of viaducts for Contract No. 2, Great Western Railway, Parramatta to Penrith; and also to request, that you will be good enough to acknowledge their receipt at your earliest convenience, viz. :—

	M.	C.
No. 23. Eastern Creek Viaduct at	11	8
24. Rope's Creek do. „	14	67
26. South Creek do. „	16	63
27. Viaduct..... „	16	76
28. Do. „	18	58

Yours, &c.,
W. H. QUODLING.

RAILWAY EXTENSION CONTRACTS.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 11 August, 1859.

RECEIVED from the Department of Internal Communication, Drawings, viz. :—

	M.	C.
No. 23. Eastern Creek Viaduct at	11	8
24. Rope's do. do. „	14	67
26. South do. do. „	16	63
27. Viaduct	16	76
28. Do.	18	58

A. RHODES,

(Per R. W. Ferguson.)

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 12 August, 1859.

SIR,

I have to acknowledge the receipt of the undermentioned drawings of viaducts for Contract No. 2, Great Western Railway, Penrith to Parramatta, viz. :—

	M.	C.
No. 23. Eastern Creek Viaduct at	11	8
24. Rope's do. do. „	14	67
26. South do. do. „	16	63
27. Viaduct	16	76
28. Do.	18	58

for which I am obliged.

I must again remind you, that I have not been furnished with the lengths of the piles for bridges, and inform you that it will be quite impossible for me to proceed with these portions of the works until I am furnished with this information.

I am, &c.,

(For Peto, Brassey, and Betts,)

A. RHODES.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

Railway Branch,
Department of Internal Communication,
Sydney, 15 August, 1859.

SIR,

In reply to your letter of the 12th inst., relative to the lengths of the piles for the bridges, I beg to refer you to my previous letters on this subject.

Yours, &c.,

JOHN WHITTON.

MR. WM. MASON to AGENT OF SIR S. M. PETO & Co.

Railway Branch,
Department of Internal Communication,
Sydney, 16 August, 1859.

SIR,

I intend going over the Penrith Extension on Thursday, and over the Menangle Extension on Friday next, for the purpose of measuring up your works for certificate.

I am, &c.,

WM. MASON.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 24 August, 1859.

SIR,

I regret to be obliged to write so frequently, but I consider it my duty to keep you informed as to what is going on on the works.

Sometime since you promised to send one of your engineers to put a large bench mark at the end of each cutting, on the Penrith and Picton Extension. This has not yet been done. The slopes are not set out between 32 miles 20 chains and Picton. I observed, yesterday, when at Penrith, that Mr. Burrows had set out a culvert at 19 miles 50 chains, and when the foundations were got out, Mr. Hall altered and changed it to another place. Who is to be responsible for these changes made by your people? It is quite impossible for me to get on with road approaches, river diversions, cuttings, &c., unless you give orders to your assistants to have them set out.

You wrote me to the effect that any information, &c., I wanted at Penrith, I should get from Mr. Hall. He states that he has no orders to set out road approaches, river diversions, side cuttings.

I have not as yet received the drawing for the fencing.

We

We will thank you for the plan of level crossing gate and specification.

On the 9th August we asked you for the borings of the cuttings on the Penrith and Picton Line, and have not since heard from you.

Will you be kind enough to let us have cross sections of every cutting on the Picton and Penrith Extension. This I want to compare with you, so that at final measurement we may agree as to quantities.

We want rails and chairs for temporary purposes, on the Penrith and Picton Extension, for two miles long.

Will you please give orders to have them sent to Parramatta.

We are, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

Mr. Hall states that Mr. Rhodes had no conversation with him on this subject, or asked him for any information. Mr. Hall further states that Mr. Rhodes has only been once over this extension between the 8th of August and 3rd September, and that he has not applied to him for any information.

J. W.
Sept. 5, 1859.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 24 August, 1859.

SIR,

I beg to call your attention to the subject referred to in the copy of a letter at foot received from my agent at Campbelltown.

Yours, &c.,
(For Peto, Brassey and Betts,)
A. RHODES.

Campbelltown, 24 August, 1859.

Dear Sir,

We require starting levels, width of slopes, fence widths, &c., on the Menangle and Picton Extension. Mr. Corby can find three bench marks up to Douglas Park, and he cannot find any for the cuttings that are commenced. There are none given from Douglas Park to Picton.

A. Rhodes, Esq.

Yours, &c.,
G. THORNTON.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

Railway Branch,
Department of Internal Communication,
Sydney, 26 August, 1859.

SIR,

I forward per bearer the undermentioned drawings, and I shall feel obliged if you will acknowledge their receipt at your earliest convenience, viz. :—

Great Western Railway :—
Parramatta to Penrith, Contract No. 2.
Drawing No. 22 (Culverts).
Do. No. 25 (Bridge at 14 m. 7 chs.)

Great Southern Railway :—
Menangle to Picton, Contract No. 6.
Drawing No. 6 (Culverts.)

Yours, &c.,
JOHN WHITTON,
(Per W. H. Quodling.)

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 26 August, 1859.

RECEIVED from the Department of Internal Communication :—

Drawing No. 22 (Culverts), G. W. Railway, Parramatta to Penrith.
Drawing No. 25 (Bridge at 14 m. 7 c.), Parramatta to Penrith.
Drawing No. 6 (Culverts), G. S. Railway, Menangle to Picton.

Yours, &c.,
A. RHODES,
(Per R. W. Ferguson.)

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 26 August, 1859.

SIR,

Will you please be so good as have sent to Campbelltown,—
1,760 lineal yards Barlow rails, equal to 880 yards of road.
3,500 chairs (ordinary).
4,000 spikes for do.

We are, &c.,
(For Peto, Brassey and Betts,)
A. RHODES.

ENGINEER-

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 30 August, 1859.*

SIR,

In reply to your letter of the 24th instant, enclosing a copy of a letter from G. Thornton, wherein it is stated that there are only three bench marks up to Douglas Park, and "none given from Douglas Park to Picton," I have to remark that on this length (Menangle to Picton) there are upwards of a thousand, and the level of each is given on the working section, and the position of each is clearly shewn on the ground.

Yours, &c.,

JOHN WHITTON.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 31 August, 1859.*

SIR,

I have to acknowledge the receipt of your letter of the 24th instant, a reply to which has been delayed in consequence of my absence from Sydney. The levels have been transferred from the centre stakes to side stakes at each cutting between Menangle and Douglas Range, and as the works advance level stakes shall be put in at such places as may be necessary on other portions of these lines. This transfer of levels does not at all interfere with the progress of the works, and is not therefore immediately necessary.

The specification for the fencing was given to you early in June, and on the 2nd June I wrote to you to say that the drawing for the fencing could be seen at this office.

The drawings of the level crossings and gates which you request to be furnished with, I lent you for the purpose of copying on the 20th June, and they were returned to me from your office on the 5th August, but I have not yet received from you any offer for their construction.

The cross sections of the cuttings which you ask for are not at all necessary to enable you to carry on the works, and as my assistants are fully occupied, I am unable to undertake any unnecessary work.

With reference to the rails required by you for temporary purposes, I have to state that there are no rails at present that can be lent to you for this purpose.

Yours, &c.,

JOHN WHITTON.

MR. W. H. QUODLING to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 2 September, 1859.*

SIR,

In compliance with the request contained in your letter of the 24th ultimo, I am directed by the Engineer-in-Chief to forward herewith a list of the borings of the cuttings from Menangle to Picton.

Yours, &c.,

W. H. QUODLING.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 2 September, 1859.

SIR,

Some time since, you were so good as to say you were responsible for all levels given to us in your sections.

We will thank you to give us a note to that effect.

When Mr. Cross was levelling from Menangle to Douglas Park, you said there was no necessity to check the levels.

We are, &c.,

(For Peto, Brassey, and Betts.)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 5 September, 1859.

SIR,

We wrote you on the 1st June, saying—"It appears to us that, instead of putting wooden bridges between 20 m. 40 c. and 23 m. 10 c., bridges might be built of brick,* at almost the same cost; the brick being permanent, the wood only a twenty-years' job, which will hereafter involve the Government in considerable expense."

We

* "and at" in the original.

We have your answer the same date, wherein you say—"If you will build these " bridges * to my satisfaction, and at the same cost as they would be † executed according " to the drawings furnished to you from this office, I have not the slightest objection " to your doing so."

Again, on the 6th June, you say—" ‡ In reference to my verbal § agreements with " you, || I have to request that a drawing may be furnished to me, shewing in detail, the " bridge you propose to build in brick, before any portion of the work be commenced; no " alteration whatever must be made in any of the drawings forwarded to you, unless you " receive ¶ a written permission to do so."

After looking at the sections sent us lately, we have no hesitation in saying that the enclosed section of culvert is more than amply sufficient to take away the water in the different creeks between 20 m. 40 c. and 26 m. 15 c.

We beg to offer to make the culverts, the same size as by the enclosed section, instead of the wooden bridges; and whatever deficiency of earthwork there may be for the banks we will make good.

In short, we will substitute the alteration (according to section delivered to us, between Campbelltown and Menangle) for the same amount that the proposed wooden viaducts will cost.

Thus the Government will have permanent works, and at the same price, instead of works of comparatively short duration.

We may mention that, judging from the tenor of your favor of 1st June, above referred to, we have had bricks made in anticipation of your order for the alteration.

We are, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

ENGINEER-IN-CHIEF to AGENT of SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 6 September, 1859.*

SIR,

I have to acknowledge your letter of the 5th instant, enclosing a tracing of a brick culvert, and requesting permission to substitute such culverts for the timber viaducts to be constructed between Campbelltown and Menangle.

I must observe that the verbal arrangement into which I entered with you was that, if you desired to construct the viaducts required of brick in place of timber, I should make no objection, provided the brick viaducts afforded equal waterway and accommodation with the timber ones, were not more expensive, and were constructed to my satisfaction. Previous to taking any steps in the matter you were to have furnished to me a plan of the viaducts proposed by you, but this has not been done.

The arrangements I made I am still prepared to carry out, provided a plan be submitted by you, and sanctioned by me, before any works are commenced, as already agreed to; but, at the same time, I must be permitted to observe that you have never directly, or indirectly, received any communication from me to lead you to supply the bricks which, you state, you have provided for these viaducts.

While consenting, on the terms above-named, to the substitution of brick for timber viaducts on the line from Campbelltown to Menangle, I beg to inform you that, in future, no deviation will be allowed from the plans furnished to you from this department.

Yours, &c.,
JOHN WHITTON.

ENGINEER-IN-CHIEF to AGENT of SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 6 September, 1859.*

SIR,

In reply to your letter of the 2nd instant, I have to remark that I consider myself responsible for the accuracy of the levels shewn on the working sections in this office, a copy of which has been furnished to you; but, on the other hand, you are responsible for the correctness of the works under the following clause in your specification:—"The works " will be set out for the contractor, but he must satisfy himself of their accuracy, as no work " incorrectly set out or improperly executed will be paid for by the Commissioner."

If, therefore, you have any doubt as to the accuracy of the levels which have been furnished to you, it would probably be advisable to satisfy yourself on this point before proceeding with the works.

I am, &c.,
JOHN WHITTON.

AGENT

* "in brick to" in the original.
† "if executed" in the original.
‡ "With reference."
§ "verbal arrangement."
|| "with you on Saturday last, relative to the substitution of a brick for a timber bridge on the " Menangle Extension," in the original.
¶ "receive from me" in the original.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 9 September, 1859.

SIR,

We wrote you on the 24th August, for plan of level-crossing gate and specification. We wish to know what timber will be required for these gates, and we presume they are to be of different sizes.

As, no doubt, you have only one price for everything which has to be done, we will thank you to favor us with your prices, and if we can make them for the prices we will do so.

By doing this you will save both trouble and correspondence.

Yours, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 9 September, 1859.

SIR,

When I undertook the ballasting at the price, it was mutually agreed between us that any stone or ballasting I might find in the cuttings I might have it for ballasting or any other purpose. At the same time I was to make up the deficiency (in consequence of taking away stone or ballast for any purpose) by going into side cuttings, the paying for land.

Will you please, therefore, give me a note to this effect, to prevent any dispute hereafter.

I am, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 9 September, 1859.

SIR,

Sometime since you mentioned to me that you would use hard stone bonded into brickwork for the Menangle Viaduct, if it could be done at the same price as brickwork.

I think I have found stone that will suit at about 3 miles off; and if you accept the stone, I will do the work at the same price as the brickwork.

I should be obliged if you would give this your earliest convenient attention, as this is the best time for cartage, and the stone is three miles distance.

I may here suggest, that when stone can be found as cheap as brick in similar cases to the foregoing, and where it would make as good a job, your permission for me to use it in lieu thereof would speed the work.

I am, &c.,
(For Peto, Brassey, and Betts,)
A. RHODES.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 9 September, 1859.*

SIR,

In reply to your letter of this day's date, I have to state that I have no objection to your making use of stone or any other materials, for the purpose of ballasting, which you may find in any of the cuttings, provided that such stone or other material be approved by me before being so used, and any deficiency in the banks caused by such use of stone or other material being in all cases made up entirely at your own expense from side cutting.

It must be understood, also, that stone or other material found in the cuttings is to be used only in the construction of works appertaining to your existing contracts with the Government, and, as the stone or other material which may be used for ballasting, &c., must be deducted from the quantities in the cuttings, I have to request that it may be stacked, at your own expense, in some convenient form for measuring, so that there may be no unnecessary difficulty in ascertaining the exact quantity to be deducted.

Yours, &c.,
JOHN WHITTON.

ENGINEER-

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 14 September, 1859.*

SIR,

I have to acknowledge your letter of the 9th instant, relative to the Menangle bridge, and in reply to state that it is my intention to build the piers of this bridge entirely of stone, provided it can be obtained of suitable quality.

If, therefore, stone of good quality and subject to my approval, can be obtained, and the work be executed to my satisfaction, and at the same price as brickwork, I have no objection to the proposals named in your letter.

I think it highly probable that stone of good quality may be found beneath the top bed in the Menangle River, but this can be easily ascertained.

Yours, &c.,
JOHN WHITTON.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 14 September, 1859.*

SIR,

I have to acknowledge your letter of the 9th instant, and in reply to state that, in answer to your letter of the 24th August, relative to the plan of the level-crossing gates, I informed you that on the 20th June I lent to you these drawings for the purpose of copying, and that you returned them to me on the 5th August.

In your letter of the 9th instant you again apply for these drawings, and assuming, therefore, that you have made no copies, I have given instructions for copies to be made, with a specification attached, which shall be forwarded to you as soon as completed.

I may be permitted to state that every necessary information for the making of these gates was given on the drawings furnished to you on the 20th June.

Yours, &c.,
JOHN WHITTON.

AGENT OF SIR S. M. PETO & Co. to ENGINEER-IN-CHIEF.

Sydney, 15 September, 1859.

SIR,

I am much surprised that you should write me, 14th September, that you intend building the piers of the Menangle Viaduct "entirely of stone," when you must be aware that the bricks are made and now carted on to the spot for this viaduct.

In my letter of the 9th I state I can get good hard stone to bond into brickwork three miles distance. As I said before, you stated that this plan you would adopt, and, should you now depart from your previous intention as stated to me, I expect the Government will pay us for any loss we may sustain by making this alteration.

Yours, &c.,
(For Peto, Brassey, and Betts.)
A. RHODES.

MR. W. H. QUODLING to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 15 September, 1859.*

SIR,

I am directed by the Engineer-in-Chief to inform you that Mr. Mason will commence to measure the works on the Western Line on Monday next, the 19th instant, and that he (Mr. Mason) will leave Sydney by the 10 a.m. train on that day.

Yours, &c.,
W. H. QUODLING.

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 19 September, 1859.*

SIR,

In reply to your letter of the 15th instant, relative to the Menangle Bridge, I have to ask that you will be good enough to cause to be pointed out to the Inspector of Works the number of bricks you have had made, the number carted on to the spot, and the number now being made for the purpose of building the piers of this bridge.

Yours, &c.,
JOHN WHITTON.

ENGINEER-

ENGINEER-IN-CHIEF to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 19 September, 1859.*

SIR,

In reply to your letter of the 15th instant, relative to the use of stone found in the cuttings for ballasting, I have to state that as your request involves a question of price, I have referred your letter to the Commissioner.

I take this opportunity however of stating, that no verbal arrangement was ever made by me sanctioning your use of stone from the cuttings for the purpose of ballasting, on the understanding that you would be paid for stone so used as excavation to embankment. Neither was the price arranged with you for the ballasting arrived at on any such assumption.

Yours, &c.,
JOHN WHITTON.

MR. W. H. QUODLING to AGENT OF SIR S. M. PETO & Co.

*Railway Branch,
Department of Internal Communication,
Sydney, 21 September, 1859.*

SIR,

I am directed by the Engineer-in-Chief to forward you copies of the drawings for public road and occupation gates and level crossings, accompanied by a specification, and to request that before commencing these gates you will send in a written tender, stating the price at which you propose to execute the work for each description of gates and crossings.

Yours, &c.,
W. H. QUODLING.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY EXTENSION CONTRACTS.

(PAPERS FORMING A PORTION OF THE CORRESPONDENCE WITH MR. RHODES, AS AGENT
OF SIR S. M. PETO, & CO.)*Ordered by the Legislative Assembly to be Printed, 18 April, 1860.**LETTER from Mr. Rhodes to Captain Martindale, R. E., 13 February, 1860, with
observations thereon by Captain Martindale, R. E., and Mr. Whitton, C. E.**Sydney, 13 February, 1860.*

SIR,

I have to acknowledge the receipt of your letter of the 18th ultimo, enclosing a report from Mr. Whitton in reply to my letter of the 24th November, in which you inform me that Mr. Secretary Eager directs you to observe, that I have had facilities and met with considerations as no other contractor for Railway Works in this Colony has had, and all consistent with the duty of the Commissioner to afford.

As this opinion must necessarily be based upon the report of Mr Whitton, and on the assumption of its veracity, I am not astonished that the Secretary for Works should have arrived at this conclusion. If, however, I shall prove to his satisfaction that the whole of Mr. Whitton's report is untrue, I shall hope for a different reply.

I will now therefore address myself to Mr. Whitton's report, and reply to each paragraph *seriatim*.

Whitton's Report:—

No. 1.—The endeavor to justify his statement that the works were practically suspended, by quoting the amount of certificate for work done, is not only untrue as to the alleged facts, but erroneous as to the inferences deducted therefrom if true.

Mr. Whitton has omitted to report that I claimed to be paid for several thousand pounds more than this certificate for work which he refused crediting me with, on the ground that such work was not completed². Therefore work might have been performed, and material purchased for that work, to the extent of £10,000, although the work might only be completed to an extent which would only allow me to get a certificate for £5,000. If I had been furnished with the plans to which I was entitled from the Engineer such work would have been completed³.

No. 2.—When I stated that I had 700 men on the works, I did not do so without a proper knowledge of the facts, and had the engineer taken those steps to ascertain the number of men, which any party acquainted with works of this nature would have done, he would have found my statement as to number correct⁴. The returns made by my timekeepers gave the number, and it is in accordance with my pay-sheet of that date. I cannot see why
Mr.

1. This is the fact.—B. H. M. 22/2/60.

2. Mr. Rhodes claimed to be paid for the following items:—

Materials, &c., bought in Sydney	£ 5,766	6	7
Horses	1,940	0	0
Harness, &c.	150	0	0
Materials from England	12,530	0	0
	£20,386	6	7

Not one farthing of which amount was he entitled to under the conditions of his contract, and consequently I refused to certify for any portion of such sum.—J. W. 22/2/60.

3. This statement is untrue.—J. W.

4. Whatever Mr. Rhodes' pay-sheet may shew there was not upon the works a greater number of men than stated in my report, dated Dec. 6/59.—J. W.

Mr. Whitton should endeavor to shew my losses; and although in his statement of £1,731 11s. 1d. loss for one month he happens to be nearly correct, though the data on which he forms his judgment are incorrect, and comes with a bad grace from him, as the losses referred to result mainly from the annoyance and obstructions put in my way by him.⁵

Mr. Whitton's statement as to the number of men, is on a par with his general conduct; and though I am willing to believe he has been misled, it only shews how readily he grasps at anything to my prejudice. The attempt to fix me with falsehood thus recoils on himself.

No. 3.—It is inconceivable how Mr. Whitton should persist in stating that every facilities have been given to me to enable me to carry on the works. This I will, once for all, solemnly deny, and the following facts will, I trust, substantiate my statement that I have met with invariable obstruction from the department. And that wherever the performing any work could be so ordered, that a loss, or even less gain to myself, would be the result, it has been done, even although that result has entailed a greater expenditure to the Government.⁶

I must premise that in the first instance Messrs. Peto & Co. were invited, by negotiations entered into between the Government and Mr. Gabrielli, and by letters subsequently sent to that firm by Captain Martindale.

Those letters enclosed plans, specifications, and not only schedules of prices which the Government Engineer had furnished, as being his estimate, but schedules of prices of former contractors, which shewed the sums received by them. They also enclosed copy of the agreement which the Government were willing to sign, had Mr. Gabrielli possessed sufficient authority to bind them.

Trusting to the good faith of the Government, Messrs. Peto & Co. sent me out as their agent, with sufficient power to accept the contract; naturally presuming that, as the Government were willing, and had offered to pay these prices to Mr. Gabrielli for them, had he been in a position to close, their agent would be entitled to the engineer's prices as a minimum.

On my arrival here, I offered to the Government to perform the works at these prices; but the Chief Engineer interfered; and the Government, feeling themselves bound, I presume, by his decision, offered me considerably less than their prices'. As I expected considerable shipments of plant, and hoping that this would be but a preliminary to further large undertakings, I accepted the reduced offer as to price, on the assumption, as stated in my letter, that I should be in a position to commence immediately⁷; the only chances of profit at these altered prices being grounded on that stipulation, which would have enabled me, by the speedy execution of the works, if not to realise any profit, at all events to protect Messrs. Peto and Co. from loss.

Having now entered into the agreement, the first obstruction I encountered at the hands of the Engineer—an obstruction as ruinous as unexpected—was his systematic objection to the supply of rails; knowing full well that without these the work could not be performed except at a loss to Messrs. Peto and Co. fearful to contemplate⁸.

In proof of this assertion I will call your attention to my letter of the 2nd April, 1859, in which I stipulated as follows:—"Sir S. M. Peto to have the option, &c., and be "allowed the use of all such rails and chairs belonging to the Government as may be by "them required." And in his reply of the 15th April, Captain Martindale says the Government will allow Sir S. M. Peto and Co. the use of such rails and chairs as they can spare, on payment of 10 per cent. per annum on their value, and on condition that any rails or chairs destroyed or rendered useless, shall be paid for at their cost to the Government⁹.

From conversations I afterwards had¹¹, I discovered that the Engineer's interpretation of this letter was, that I was to have the use only of the old and not the new rails. This was not affording me much facility; but, in order to prevent any doubt, I wrote in my letter 19th April, 1859, as follows:—"In agreeing to this clause I do so on the assumption "that the Government will send for and procure the rails which will be necessary for the "line at once, in order that I may have sufficient to proceed with the work."

Long negotiations took place, the Chief Engineer opposing the granting of the rails by every means in his power; but ultimately the Minister of Lands and Works agreed (see his memo. attached to my letter, 21 April),—"That I should be entitled to all such rails "and

5. This statement is simply untrue.—J. W.

6. This paragraph is wholly untrue.—J. W.

7. The negotiations were carried on from the first with the Government direct.—J. W.

8. Incorrect. The Menangle Extension was offered to Mr. Rhodes before he was prepared to receive it, and, had it not been for the plant sold to him by the Government, weeks must have elapsed before Mr. Rhodes could have gone on with the works. His own plant did not arrive till long after the contract was taken.—B. H. M. 23/2/60.

9. Mr. Rhodes has on the Southern Line rails, lent to him by the Government, equal to 6½ miles of *single way*, and on the Western the rails lent to him for temporary purposes are equal to 4 miles of *single way*; the total, 10½ miles of *single way*, with chairs, fish plates, bolts, &c., representing a capital of over £15,000. With such assistance any contractor in the Colony would be able to carry on these works more expeditiously than is now being done by Mr. Rhodes, and *far* more satisfactorily.—J. W. 23/2/60.

This is untrue. Mr. Rhodes has always had a larger supply of rails than he could use, and was from the first, and throughout, informed that he could not have the use of the permanent way rails for temporary purposes.—J. W.

Mr. Rhodes was, from the very first, informed he would not be allowed to use the permanent rails for temporary purposes.—B. H. M. 23/2/60.

Mr. Rhodes has, at this very time, lent to him *alone* for temporary use, rails, chairs, &c., to the value of upwards of £15,000.—B. H. M. 23/2/60.

10. In the correspondence it is distinctly stated that Mr. Rhodes shall not use the rails, ordered from England for the permanent way, for temporary purposes, and Mr. Rhodes took these contracts with the full knowledge that these rails were not to be used for the temporary way.—J. W.

11. Incorrect.—B. H. M. 23/2/60.

"and chairs as might be in the possession of the Government, and necessary to the carrying out of the works, including those which had already been sent for the permanent way, and which might not be required by the Government, upon the terms previously arranged."

This agreement, entered into with the Minister for Lands and Works, might reasonably have been deemed conclusive on the subject; but the Engineer, with that *extreme* desire to afford me every facility to which he lays claim, repudiated the Minister's agreement, and in his letter of the 23rd April¹² agrees to all the agreement entered into with the Minister "except the 4th paragraph—(that relating to the rails)—to which the Government," he proceeds, "could not accede, but they were prepared to render me such facilities as they could."

Independent of the positive agreement entered into, you are doubtless aware that no contractor could make a railway, if he had to buy rails, unless he charged a corresponding large price to the employers, and that in England, and all over the Continent¹³, it is the invariable custom to allow the contractors the use of rails without charge. The rails suffer no damage, and the works are greatly expedited¹⁴. It did, therefore, appear to me strange that such an objection should have emanated from the Engineer. It shewed one of two things, either that he was unacquainted with the ordinary custom or that he wished to impede me in my operations.

Again I yielded, but upon the strong and repeated assurance that we were to meet with every facility from the Government¹⁵.

After commencing the work, I applied repeatedly for rails for temporary purposes without obtaining them; I then applied for rails generally, intending to lay them on the permanent way as fast as the road was ready for formation, and with the intention of using them for expediting the works¹⁶. Some of these were sent at my request to Campbelltown; I engaged one hundred horses and carts to cart them, but no sooner had I commenced than I was, "with that extreme desire to afford me every facility," endeavored to be stopped by one of the superintendents on the line¹⁷. I could not, without immense loss, discharge all my men, horses, and carts procured for the occasion, and therefore persisted in going on, satisfied that the Government would never sanction a course so improper and suicidal. For this, in consequence of a statement from the Engineer's department, suppressing many important facts,¹⁸ I was informed the Government, had directed the Crown Solicitor to proceed against me; I appealed to the Government, and the result was, that in consequence of my having put the whole matter before them, the Crown Solicitor was instructed not to sue.

Of course I was obliged to break up the whole arrangements as to carters at a very great loss; still, however, no rails were furnished, and on complaining to the Minister for Lands and Works, he informed me that the Engineer's department had represented that they had given me 1,000 tons of rails. This was not the fact, as 200 tons only had been delivered. Finding I could get no rails, and that I was only incurring an useless expenditure, I was obliged to discharge 150 men, who might but for the obstruction have been most profitably employed¹⁹. If this be affording "every facility," I do not understand the meaning of the words.

Subsequently, owing to repeated applications and conferences with the Government, Mr. Whitton has been compelled to comply with the terms of my agreement as to rails; but the compliance has been so reluctantly yielded that I am justified in asserting, that so far from the Engineer having manifested a desire to afford me every facility, he has interposed every possible obstacle to my carrying on the works with advantage²⁰.

I now leave the question of rails, and beg to call your attention to the delivery of the plans, in which matter I am able to make it appear that I have experienced the same consistent course of obstruction.

In my letter of the 19th April, I stated that I agreed to the time within which the works were to be completed, assuming *all the plans were ready for immediate operation*. The great importance I attached to this question of time is further illustrated by my letter to Captain Martindale, containing the final arrangement as to this matter in the following words:—"I also accede to paragraphs 4, 5, and 6. I agree to the time within which the works are to be completed, assuming that *all the plans and the lines* are now ready for immediate operations."

In reply, dated the 21st April, Captain Martindale informed me that, "All the information necessary to enable me to make my arrangements for proceeding with the

" works

12. This letter was not, as stated by Mr. Rhodes, written by me, but by the Commissioner.—J. W. See my letter dated 23 April, written by direction of the Government, and Mr. Rhodes' letter, dated 23 April; also my letter dated 10 September 1859, 3rd and following paragraphs.—B. H. M. 23/2/60.

13. "In England, and all over the Continent," the use of permanent way rails, for temporary purposes, is always a matter of agreement. In this instance the correspondence with Mr. Rhodes will shew that the agreement between him and the Government was, that he should not use for temporary purposes the rails ordered from England for the permanent way. Now that the works are in progress Mr. Rhodes repudiates his agreement, and insists that he has a right to the free use of *all rails* that he may require for temporary purposes.—J. W.

14. This statement is untrue, as the rails are seriously damaged.—J. W.

15. The permanent way rails being excluded from use.—B. H. M. 23/2/60.

16. A perusal of the correspondence will shew the varying nature of the statements made by Mr. Rhodes in reference to the use to which he intended to put the rails. The rails were always supplied either for permanent use, or temporary use, never for general purposes.—B. H. M. 23/2/60.

17. Mr. Rhodes was stopped because, in defiance of the remonstrances of the officer in charge of them, he took for temporary use rails supplied at his own request for permanent use.—B. H. M., 23/2/60.

18. This is untrue.—J. W.

19. This statement is wholly untrue.—J. W.

20. This statement is most untrue.—J. W.

The rails in question were subsequently granted to Mr. Rhodes for temporary use, on his applying for them for that specific purpose, and would have been so in the first instance had he so applied for them.—B. H. M. 23/2/60.

" works could be at once supplied me, and that the plans and sections would be placed in my hands as required, so that our operations would not be delayed²¹."

This stipulation was not, nor is it to the present day complied with, for reasons which I will hereafter shew.

On the 21st April it was agreed between me and the Minister (see my letter of that date, and his memo. attached) that, " The Government undertook to deliver over immediately the five miles Menangle Extension—to furnish me with plans, and put me in possession of 15 miles of continuous railway within two months, and the plans and line for the remainder of the contract within three months."

The plans were not delivered within the first two months, nor within the three months, and some are wilfully withheld even to the present date²².

This is what Mr. Whitton calls affording " every facility."

I have no plan of the bridge over the Nopcan River to this present moment. I have contracted for a million of bricks, presuming I should be in a position to commence.²³ I have paid to the extent of £1,250 already for the purpose, besides my contract for the remainder. This bridge should have been half built by this time. We should not be losing interest on our money. I have applied over and over again for this plan, but in vain, although the Engineer has had since 19th April to prepare it.

If, however, I had any doubt of this plan being wilfully and for a particular motive withheld, it is entirely cleared up by Mr. Whitton's 10th paragraph; and I do feel astonished that this did not meet, at the hands of the Government, that reprobation which so reprehensible a proceeding demands.²⁴

It seems that Mr. Whitton intended to build the Menangle Bridge of a certain description, viz. :—Brick, with iron girders. He *now*²⁵ discovers that although we lose by our tender for woodwork and brickwork we have a modicum of profit on the ironwork, and he has no hesitation in stating that he intends to alter his original intention in consequence of this, and doubtless in order that we may be obliged to build a bridge, in the building of which he knows we must lose.²⁶ Indeed, in one of the conferences with the Government, when Captain Martindale gave his opinion that Mr. Whitton was wrong in not certifying for the iron at the prices in schedule, Mr. Whitton said in the presence of Mr. Want, my solicitor, " perhaps we'll treat you to a wooden one," meaning the Menangle Bridge.²⁷ I would ask whether this was a proper spirit to shew, and whether the carrying out of the intention to treat me to a wooden bridge is in accordance with Mr. Whitton's assertion.²⁸

That he affords us every facility, in fact, although he has been aware that I have been making bricks and that I have been anxiously waiting, week after week, demanding the plans, he now, eight months after the time, proposes an entirely new plan from that originally intended. Is this treating us fairly?²⁹

I have now to call your attention to another matter where I conceive Messrs Peto have been treated unfairly by the Engineer, and certainly does not support the assertion of treating us with every facility. In Capt. Martindale's letter of the 15th April, the following stipulation appears :—" The whole of the works, of whatever nature and description required in making the extensions herein, shall be included in the contract, and any work for which a price is not given in the schedule hereunto attached, marked A, shall be paid for at a price to be agreed upon at the time; but should the Government and the contractors not agree as to the prices, not specified in the schedule, the Government retains the right of otherwise executing the work."

We refused to accede to the latter portion of the paragraph, and proposed that the prices, in case of difference, should be left to arbitration. This was refused in the following terms :—" They consider that for any work which cannot now be settled, ample protection is afforded, by the power you possess of representing your views to the Government, at the time of fixing the rates."

The spirit, if not the legal construction, of that agreement is, that if the Government offered me a *fair price*, and I refused it, then the Government reserve the right to do those portions of the work for which a price was not fixed by the schedule.

The following are some of the prices offered to me, and I will put it to you whether they were fair prices, or were not such prices as would compel me to refuse.

Some fencing was required on the Northern Line, Mr. Willecox offered to do it for a price leaving him a very small profit; this was declined—and the Engineer caused inquiries to be made among the people, and I believe *sub-contractors*, at what they would perform it. The lowest offer which they could get (and of course the lowest price at which Mr. Willecox could get it done) was 8s.³⁰

In

21. This has been so supplied.—J. W.

22. See previous correspondence. But it may be well to observe, that to facilitate the progress of the works the Commissioner made arrangements with the landowners along the lines to permit the works to proceed without waiting for the usual period required before entering upon the lands.—B. H. M. 23/2/10.

23. Mr. Rhodes had no instructions to make those bricks, and made them entirely on his own responsibility.—J. W.

24. The whole of this matter, relative to the plans, I have previously fully replied to; it is, therefore, not necessary to enter into the question again.—J. W.

25. This is incorrect.—B. H. M. 23/2/60.

26. With reference to the iron bridge, Mr. Rhodes insisted upon being paid £60 a ton for the iron girders which, in England, would not cost more than £18. This was the cause of the change in the design, and the recent floods induce me to prefer timber.—J. W.

27. This statement is untrue.—J. W.

28. Mr. Rhodes has long known that a wooden bridge was to be built.—J. W.

29. The whole of this matter I have previously replied to.—J. W.

30. The negotiation relative to the fencing was carried on with Mr. Willecox, and not with Mr. Rhodes at all. Mr. Willecox stated he would not do the fencing under 10s. a rod; it is now being done for prices varying from 7s. 6d. to 8s. 3d. That Mr. Willecox might have no ground of complaint, he was informed offers had been received to do the fencing at 8s. per rod, and the work was again offered to him, under the instructions of the Government, at anything less.—B. H. M. 23/2/60.

In Captain Martindale's letter to Mr. Willcox, he informs him that 8s. was the lowest offer, and he proposes that Mr. Willcox should do it for something *less*, that is, he offers Mr. Willcox a price which the Engineer must have known could not be accepted. A similar offer was made to Mr. Willcox to take the contract for the work at Newcastle off the hands of the Government.

That Peto and Co. should pay the Contractor the amounts payable by the Government—undertake all the responsibility, supervision, and risk, and what were they to get? Why "*nothing*."

This was the Engineer's offer, and I mention it to shew the spirit exercised towards us.³¹ It is true that when the Government saw the absurdity of the offer they proposed to give me a per centage.³² It does not, however, destroy the sting of such a proposition, and is certainly a proof of the facilities afforded. If further proof were required of our not having received those facilities which Mr. Whitton contends, it is in the refusal to furnish us with plans, shewing the lengths of the piles, and the depths which they are to be driven, contrary to all custom in such matters.³³

The next matter relates to the using of any rock found in any of the cuttings on the line of road, for the purpose of ballasting the line. In every contract that I know of, it is taken as a matter of course, and not even asked for; but I thought it advisable to prefer that request here, and you will doubtless be as much astonished as I was at the reply.³⁴

The following was the request:—"That if, upon the line of road, I took out any rock that could be made available for ballasting, I might be at liberty, instead of throwing it into embankment, to use it for that purpose, *undertaking to put a similar quantity from side cuttings*, at Messrs. Peto's own expense." So that the Government would be placed exactly in the same position as if the rock had been put into the embankment and there buried; this, because it gave me a slight benefit (though no loss to the Government), was refused, except on terms so extortionate that it shewed no disposition to afford me every facility.³⁵

I complain that the Engineer has violated the contract, by giving instead of half mile leads, leads of in some cases above one mile and a half, and it must be apparent to every one if I have to cart the dirt for three times the distance agreed on, it must be at a great loss. Mr. Whitton has denied that he led me to suppose the leads were to be half mile. I fortunately have the draft schedule which he first prepared for me, in which, at my request, in his own handwriting, he says, "the leads are not to exceed half a mile."³⁶

Mr. Whitton can scarcely contend that this is affording us facilities. The next facility offered to us by Mr. Whitton was the refusal to certify for iron at more than 6d. per lb, although by the terms of the schedule it was 6½d.³⁷ I must do Captain Martindale the justice to say that he interfered and prevented the manifest injustice intended, and Mr. Whitton was ordered to allow 6½d. Now an Engineer can always, if he pleases, convert a contract from a profit into a certain loss to the contractors. Therefore, having kept back the plan of the bridge, he now proposes a wooden bridge, instead of the one originally proposed, in order that we may not get the profit on the iron which would have been placed in it.³⁸

I now come to the question of the fencing on the Southern Line. The fencing was done by me exactly the same as Mr. Gibbons on the Western Line, for which he has been paid. As soon as a portion of my fencing was done, I was told that it must be of a much stronger nature. Why there should be a difference between us I must leave you to decide. Either the fence on the Western Road is sufficiently strong or not,—if it is, then the same fence will answer on the Southern Line; if not, then it should not have been paid for. This is but a trifling matter, but only shews that in small as well as in large matters Messrs. Peto have met with obstruction where they ought to have received "every facility."³⁹

I offered to perform the ballasting and plate-laying at £1 per yard; this was thought too much, and on my shewing⁴⁰ the Engineer the manner in which it was done in England, and offering to do it here in the same way, an equally good road might be made for 17s. 6d., he agreed to the mode so proposed by me, and I so tendered.

The Engineer now contends that I must do it in the same manner as originally proposed, and for which I asked £1.⁴¹

The Government proposed I should give it up.⁴² I refused at first; but afterwards, rather than have any dispute about the understanding, offered to accede to their wishes.

No

31. This is untrue. I made *no offer*.—J. W.

32. There was no negotiation with Mr. Rhodes on this matter—the whole was with Mr. Willcox. The correspondence with Mr. Willcox will fully justify the course taken, and was by direction of the Government.—B. H. M. 23/2/60.

33. This matter I have previously replied to.—J. W.

34. Mr. Rhodes' contract is on a schedule of prices, and not a guaranteed one.—J. W.

35. To put this matter intelligibly:—Mr. Rhodes contracted with the Government to supply a certain article at a price agreed upon; but Mr. Rhodes finding that it would be more profitable to himself to keep this article for his own use, insists upon doing so, and charging the Government with its cost.—J. W.

36. The whole of this paragraph is untrue, and has frequently been replied to.—J. W.

37. Mr. Rhodes took his contracts on the same prices as those paid to Mr. Gibbons; and as Mr. Gibbons was only paid 6d. per lb. for pile shoes, I considered Mr. Rhodes was only entitled to the same price.—J. W. The Government afterwards allowed Mr. Rhodes 6½d.—B. H. M. 23/2/60.

38. This matter has been previously replied to.—J. W.

39. Mr. Rhodes contracted to put a different kind of fencing, and at a different price, but, as usual, took the first opportunity to violate the conditions of his contract.—J. W.

40. This is ludicrously untrue.—J. W.

41. This is untrue, Mr. Rhodes entered into a written contract, which he now declines to carry out.—J. W.

42. No; Mr. Rhodes proposed to give it up.—B. H. M. 23/2/60.

No sooner, however, had I agreed to this than I am told I am endeavoring to get released from my contract. I do not consider this as an earnest of the Engineer's intention to afford me every facility. Amongst other matters illustrating my statement that I have not been fairly treated is the offer to pay me 6d. for stacking the stone from the cuttings, whereas in England 1s. is always paid, and I should have to pay the workmen at least 2s. Again, as soon as I had laid in a good supply of hydraulic lime, considering the Government would use the best as well as the least expensive material, I am desired to use cement, by which the Government lose considerably; but, then, I also am a loser.⁴³ I offered to put substantial materials for the same price as unsubstantial and dangerous wooden viaducts, and it was refused, because it was said I would make a profit.⁴⁴

I deny this; but even if it were so, why should the Government go to an unnecessary expense because it might entail a loss on me.

The last evidence of Mr. Whitton's conduct to Messrs. Peto, is that of directing them to make the cuttings in rock perpendicular. Now in all the plans and specifications sent to England for Messrs. Peto's information, the cuttings were stated to be, not less than 1 to 1, that is, a slope on 1 horizontal to 1 vertical foot. There is not any single cutting in any of the lines perpendicular, and in the line made by the Government between Loochinvar and Maitland through rock, the cuttings are as stated in the specification. It is thus attempted to make me perform work we never anticipated, and which cannot now be done at contract price.⁴⁵

The amount paid by Messrs. Peto for these cuttings to the workmen is considerably in excess of the amount paid to them by the Government.⁴⁶

By this violation of their contracts the Government not only would get work done at a less price than Messrs. Peto pay; but, what is of more consequence, may get all the stone from the slopes for ballasting at a very small sum, and at Messrs. Peto's expense.⁴⁷

There are many other matters to which I could have alluded of a similar character, but I will not longer enlarge on the subject.

Finally, I come to the agreement and specification sent to me for signature, and whatever may have been the previous custom of the Government, I should have thought they would hardly have ventured⁴⁸ to ask me to sign an agreement (after all that had been brought under the notice of the Government as to Mr. Whitton) placing Messrs. Peto at the entire mercy of that gentleman, and that they could not recover one single farthing from the Government unless by his certificate,⁴⁹ which could be withheld at any time and without any reason; yet this is what the Engineer insists on. I trust I have now disposed of Mr. Whitton and his statement that he has afforded us every facility, and shewn what reliance is to be placed on his assertion.

No. 4.—I deny that it is the contractor's place to find the length of these piles; but this part of the Engineer's report is needless, as I stated in my letter to Captain Martindale, dated 30th December,—“We are proceeding with the bridges without the length of piles, under the conclusion that we shall be paid for all work not shewn on the plans as extra.”⁵⁰

No. 5.—I can prove that I have not had such rails as the Government could spare, and the rails we did have were obtained from the department after months of delay, and a correspondence wherein I entreated to be furnished with rails which I pointed out as lying idle, and suffering far more from rust than if they had been in use. Any person reading the correspondence between me and the Government, cannot fail to observe the studied and constant refusal to allow me the use of the rails, and that it was not until the Government compelled Mr. Whitton to give them to me, that I received any reasonable quantity.⁵¹

No. 6.—The observations of Mr. Whitton are extremely impertinent. Messrs. Peto & Co. would scarcely employ an agent at this distance with such powers as I have received, unless they were satisfied, from previous experience, of my ability to guard their interests.

No. 7.—No. 7 is answered by previous paragraph in answer to No. 3.

No. 8.—Mr. Whitton must be aware that my not being furnished with the plans must have put Messrs. Peto & Co. to great inconvenience and loss, and therefore, they have strong grounds of complaint on this subject.⁵²

No. 9.—I do not exactly understand what Mr. Whitton means by stating that I have not yet signed the “contracts,” as a contract has been made which consists of the Schedule of prices and the correspondence with the Government, and on such contract I proceeded with the works and have received payment on account. If, however, Mr. Whitton means that I should sign the specification and bond and contract afterwards tendered to me for signature, I reply that no contract has been tendered to me in terms of the agreement with the Government—that I have always been ready to sign any contract which shall embody those terms.⁵³

Mr.

43. Mr. Rhodes has built two culverts in what he calls hydraulic lime, and, as these are tumbling to pieces, it is not advisable to try it again.—J. W.

44. This is untrue, and has been previously replied to.—J. W.

45. This matter has been previously replied to.—J. W.

46. I have every reason to believe that this statement is incorrect.—J. W.

47. If Messrs. Peto & Co. carry out the ballasting and laying of the permanent way this rock can be made use of by them.—J. W.

This has been pointed out to Mr. Willcox.—B. H. M. 23/2/60.

48. 11.—B. H. M. 23/2/60.

49. Cannot now.—B. H. M. 23/2/60.

50. Mr. Rhodes will, of course, be paid for all work completed in accordance with his contract.—B. H. M. 23/2/60.

51. The whole of this statement is untrue.—J. W.

52. I am fully aware that such has *not* been the case, and that Messrs. Peto & Co. have no ground for complaint in this respect.—J. W.

53. I mean the usual bond and contract, embodying the conditions under which Mr. Rhodes accepted these contracts.—J. W.

Mr. Whitton has stated (I am informed) to several parties that "I should get nothing out of the contract if he could help it," and so his conduct towards me shews that the observation was not an idle one.⁵⁴

No. 10.—Any engineer who understands his business would make the drawings for the Menangle viaduct complete, either in brick, timber, or iron, in less than a week or two, and as eight months have now elapsed since I commenced the works, there is no excuse whatever for the design not having been furnished to me long ago. I object to the principle of the Engineer-in-Chief reserving to himself the right to execute work of any particular description, because the price agreed upon in the schedule will leave a profit, and substituting other description of work, at such other price set forth in the schedule as will cause me to sustain loss. The price in the schedule for ironwork, including bolts, nuts, and straps, is 6½d. per lb.; this of course means the large ironwork including the small, such as bolts, nuts, straps, &c., and although I have no objection to build this Menangle viaduct of any material the engineer wishes, yet I must ultimately be paid the profit on the iron girder bridge which was first proposed. Of course the withholding of the drawings has not interfered with the progress of other small bridges, but as this viaduct is the largest work on the line, it will require the most time for execution.⁵⁵ The large quantities of bricks prepared for this work are not used, and consequently not certified for. Mr. Whitton distinctly stated the Menangle viaduct would have brick piers with stone cutwaters, and wrought-iron top. I then proceeded to make the bricks, as of course they would be required.⁵⁶

No. 11.—I can in reply to this portion of the Engineer-in-Chief's report only reiterate what I previously stated in my letter to Captain B. H. Martindale, of the 24th November last, on the subject.

Nos. 12 & 13.—The Minister for Public Works will be well aware that for me to pursue such a course as this, would be prejudicial to the interests of Messrs. Peto & Co., as in a pecuniary point of view their interests would be advanced by pushing on the Works as rapidly as possible.

No. 14.—I request the Minister of Public Works to refer to our correspondence to Mr. Whitton on the subject, where I have stated that I could not proceed with these cuttings owing to the want of proper instructions. With regard to the statement as to the quantity of earthwork excavated, any one acquainted with railway works must know that the light work at the end of each cutting can be done in any indefinite time, however short, it being merely a question of men, barrows, and planks.

No. 15.—Mr. Whitton here denies my statement, "That I had never seen a line of Railway set out in so careless and indefinite a manner, so much so that in many instances it was impossible to trace the line." In proof of this, Mr. Mason, one of the engineers for the department, (with our agent, Mr. Durham) was not merely unable to trace the line, but, as they afterwards discovered, they were a considerable distance off it.^{57 & 58}

No. 16.—The side drains, river diversions, and road approaches, have been set out by me. This should have been done by the engineers. Mr. Whitton states, that the Inspector would give us the necessary information. The Inspector is not an engineer, he is continually making mistakes, and it is impossible for us to receive instructions from such a source.⁵⁹

No. 17.—The answer given to Mr. Whitton, was we expected to be paid the same price as other local contractors were getting for similar work.⁶⁰

No. 18.—Mr. Whitton here refers to my statement "Since the work started there has not been an engineer with a level to start the works." I still adhere to my statement on this subject, in my letter, 24 November, which is quite correct.⁶¹

No. 19.—I adhere to my statement which is quite correct, and which I will prove when necessary.

No. 20.—When the contract was taken, I was informed that bricks would be required, and certainly if used instead of timber, would make a more lasting and better job. I reiterate my statement on this subject, made in my letter of the 24th November. I was informed that I should have liberty to use the land on each side of the line for purposes connected with the works, and to this the Commissioner has been so good as to make no objection.⁶²

No. 24.—Nearly double this number ought to have been returned, and these sleepers were only credited us after a very correspondence on the subject. A proof of the correctness of Mr. Whitton's statement.

No. 25.—The price of brickwork in cement is 60s. per cube yard, and in mortar 55s. The lime I proposed to use is the blue lias formation, is considered the best hydraulic lime, and is far stronger and more durable than the best cement obtainable in the Colonies. Mr. Whitton's report, therefore, that cement is more economical to the Government is untrue, and the Government are paying the higher price, by 5s. per cubic yard, for work so executed independently of having an inferior article.⁶³

No.

54. This statement is utterly untrue.—J. W.

55. This matter has been previously so fully replied to that it is not necessary to go into it again.—J. W.

56. There was a conversation to this effect, but no plans were at the time prepared, and no instructions were ever given to make any preparations for this work.—J. W.

57. I distinctly deny this statement, and say that it is most untrue.—J. W.

58. Neither Mr. Mason nor Mr. Durham had ever been over this line before, and having no plan with them, they, during a conversation, neglected to follow the curve of the line, and walking straight on of course found themselves a considerable distance off the line; but, on retracing their steps, they found all the stakes, and the line most properly marked out.—J. W.

59. The Inspector can do and has done everything required on this length, and he is not continually making mistakes.—J. W.

60. This statement is untrue.—See Mr. Rhodes' letter, dated September 9, 1859.—J. W.

61. I have previously replied to this matter.—J. W.

62. This matter has been previously replied to by me.—J. W.

63. This matter is fully replied to in my Report dated December 6, 1859.—J. W.

No. 26.—The rock in *some* of the cuttings is measured once in every month, but it is frequently returned at earthwork price in the certificate. I may instance the cutting at 23 m. 22 c., which should be returned as rock. The stratum is very hard and of varied thickness, many beds being upwards of three feet thick, and *harder than most sandstone.*⁶⁴

No. 27.—As the settlement of this point is in no way connected with matters at issue between me and the department, I can only reiterate my former statement, per letter 24th November.

No. 28.—This is untrue. I have, as I stated (24th November, 1859), more plant than is requisite. No cuttings have been stopped, except for the want of rails, and the Minister for Public Works will see that 20,000 rails, spoken of as delivered on the Southern Line, would scarcely form 2 miles of single way.⁶⁵

No. 29.—At the date of Mr. Whitton's report I had 244 waggons landed, and distributed over the Extensions; I have also 300 more on the way, daily expected to arrive from England.⁶⁶ The former would have been in use had I had the rails in time. I have quite sufficient Dobbin carts on this line. It is Peto & Co.'s custom to execute their work almost entirely with wagons, and not potted with Dobbin carts.⁶⁷

No. 30.—Answered in reply to clause 3.

Nos. 31 to 34.—This is no reply whatever to my statement; and I feel it my duty to repeat, that if these timber structures are erected strictly in accordance with the designs sent to me, even with the best materials and workmanship, they will be unsafe for the permanent traffic of a railway; as some of them are upwards of 30 feet high, and the roadway and longitudinal girders are fixed with a 1½ inch jagged iron spike only to each pile, or two iron spikes to every 21 feet in length. The vibration caused by the passage of the trains would quickly destroy these iron spikes; and no doubt, in the event of an excursion train passing over the line, with from twenty to thirty carriages and a couple of engines coming upon one of these flimsy structures, the whole train, with its living freight of human beings, would be precipitated to the bottom, with a loss of life frightful to contemplate. I have never known timber viaducts or timber gearing (as it is frequently called) constructed with single piles more than 20 feet high, always braced, strutted and joined together with ironwork, in a firm and substantial manner, with piles 14 inches square instead of 12 inches, and for double lines instead of single. I am not aware that, of late years, in England, any timber gearing has been erected, and it is looked upon as weak and flimsy work for permanent general railway traffic. I have here to inform the Minister of Public Works that an engineer, after having his attention particularly called to the fact that the designs prepared by him for timber bridges had say—single piles 12 inch square only, upwards of 30 feet high, only joined to the girders by a jagged spike 1½ inch in diameter, driven into the head of each pile, (and that lengthway of the grain of the timber). The girder being square-jointed to the head of the pile, and without any strutt, or without any other mode of stiffening the structure or securing the roadway and girders to the piles or supports. Such a structure too, intended to be used for general railway traffic.⁶⁸—And still to be of opinion that such a design was safe, must not have a very comprehensive knowledge of his profession. With regard to my right, as Messrs. Peto and Co.'s agent, to interfere in this matter, or that such interference is not any business of theirs, I reply, that when the safety of the public is concerned, I take higher grounds, and that it is my duty, and I may be allowed to quote as a precedent, that the firm of Bolton and Watt (contractors for one set of engines for the Great Eastern steamship) objected to the steam jackets being applied to the funnels as being dangerous, and had such a precaution been observed with the other engines, the late serious accident would not have occurred.

With respect to the duration of these bridges being 50 years, there is no instance on record of a timber railway bridge lasting half that time. On the Eastern Counties Railway in England, where timber bridges have been erected by Mr. Braithwaite (an engineer of great eminence) of the best Baltic timber, in 12 years they were so rotten that parts were dug out with the spade. The brick culverts proposed by me in lieu of these timber structures would not only have been safe and durable, but according to my offer to the Commissioner, in my letter dated 3rd October, would not have cost the Government one farthing extra; and I propose to satisfy the Commissioner that we would construct them of sufficient capacity. The area of the collecting ground, or water-shed, had been ascertained. The greatest amount of water-fall within any twenty-four hours, in any part of the Colony, was also ascertained. The real hydraulic discharge of different sized culverts correctly calculated, and I was prepared to erect culverts or bridges of sufficient capacity to discharge three times the quantity of water ever known in the Colony to fall, and to uphold the same for 12 months. This mode of constructing the bridges and culverts would be three times the value to the Colony of the timber structures, as the original cost would have been the same to the Government, and it is well known that a sum equal to the first cost of a wooden structure put out to interest would barely keep it in repair and

renew

64. All rock excavated and carried to embankment is included in the monthly certificates.—J. W.

65. If Mr. Rhodes has 2 miles of rails not in use why does he not use them, unless it be that he is short of plant.—J. W.

66. On February 11th Mr. Rhodes had upon the Southern Line only 119 wagons, and on the Western Line only 42 wagons.—J. W.

67. I did not advocate the use of Dobbin carts, but I prefer to see them in use instead of the ordinary road carts, which are not often to be seen on railway works, although used by Mr. Rhodes.—J. W.

68. Mr. Rhodes does not, even at the present time, know in what manner the bridges are put together, and therefore should not give any opinion on such a matter.—J. W.

renew it when rotten; besides the inconvenience in the stoppage of the traffic—the brick bridges being safe, while the timber bridges, as proposed, are not.

So serious an inconvenience has this been found in America (where they have the best of timber, and are the first carpenters in the world) that the United States Government a short time ago commissioned two of their best engineers (Messrs. Colbourn and Holley) to inquire into the English system of railway construction; and they reported that the durable system adopted in England, even with all its extravagance, was far cheaper and more preferable than the American mode of timber structures.

The Minister for Public Works will perceive that, as we have made a *bonâ fide* offer to construct brick bridges and culverts of a strong, substantial, and durable character, and of sufficient capacity, instead of the unsafe timber structures proposed by the Railway Department, and for the same amount of money, that some reason beyond my comprehension exists for refusing it.

No. 35.—Mr. Whitton made inquiries of our sub-contractors that no engineer should, nor any gentleman would, make, and the inference he has drawn from *ex parte* statements by our workmen is only to be expected from one inclined to be too willing to draw an inference damaging or derogatory to me.⁶⁹

No. 36.—I consider the above a reply to this clause.

No. 37.—I adhere to the statement made in my letter, 24 November, 1859.

No. 38.—I contracted with iron founders here to supply the ironwork, and they agreed to supply it of such a quality as to pass the inspection of the Government Engineers; and in consequence of its being unsatisfactory in this instance, it was at once returned to the founders. Mr. Whitton ought to know that this is a common occurrence in all public works.⁷⁰ The other part of this clause is replied to in paragraph No. 31 of this communication.

No. 39.—Needs no reply.

No. 40.—The Engineer-in-Chief well knows that this remark is an equivocation, as Mr. Willcox makes similar complaints to those made by me. But as I took the contract for that portion of the line for which Mr. Willcox is agent (and I also being in Sydney), it necessarily follows that these complaints appear to come from me alone. I intend many of my complaints and remarks to apply to the extension for which Mr. Willcox is agent.

I have, &c.,

CAPTAIN MARTINDALE,
Under Secretary for Public Works.

A. RHODES.

MEMORANDUM on Mr. Rhodes' letter of the 13 February, 1860, addressed to the Under Secretary for Public Works.

*Department of Internal Communication,
Sydney, 7 March, 1860.*

In submitting for the consideration of the Honorable the Secretary for Public Works a Memorandum upon Mr. Rhodes' letter of the 13th ultimo, addressed to the Under Secretary for Public Works, it will probably be most convenient to pass in review the leading circumstances connected with the contracts for railway works entered into with Sir S. M. Peto & Co. from the commencement.

2. In April, 1858, Mr. Gabrielli was at Melbourne, negotiating on behalf of Sir S. M. Peto and Co. for the construction of the Victorian railways. A brief correspondence then took place with Mr. Gabrielli, relative to the firm above referred to undertaking the construction of the railways of this Colony, which terminated on the 30th of that month, without any negotiations being entered into with the Government.

3. In June, 1858, Mr. Gabrielli visited Sydney, and entered into negotiations, having for their object the construction of the railways of this Colony by Sir S. M. Peto and Co. These resulted in an agreement being drawn up which, however, was not completed, because Mr. Gabrielli found himself unable to carry out his part of it.

4. The Legislative Assembly, however, having, in reference to this negotiation, passed a resolution that Railway Contracts should be exempted from the general rule of public competition, the Government in August, 1858, transmitted to Sir S. M. Peto & Co. copies of their correspondence with Mr. Gabrielli and other papers, and intimated that if Sir S. M. Peto & Co. sent, without delay, a person to the Colony fully authorised to act on their behalf, the Government would be prepared to negotiate with him for the construction of any length of railway sanctioned in August, 1858, and not contracted for prior to the arrival of such agent.

5. The circumstances of the Colony in August, 1858, in reference to Railway construction were, that of the three contractors who had tendered when tenders for Railway works were last called for by public competition, one had failed to carry out his contract satisfactorily, one had declared his intention of undertaking, at that time at least, no further work, and the third was Mr. Gibbons, then acting as agent for Mr. Randle. The Government debentures were at a heavy discount, and money on the spot very difficult to be obtained.

6.

69. This, like the majority of Mr. Rhodes' statements, is most untrue. I made no inquiries from sub-contractors relative to the works, although I had a perfect right to do so, and would have done so had I wished.—J. W.

70. It is, I hope, a very uncommon "occurrence" with a firm like that of Sir S. M. Peto and Co., to have improper materials delivered for the execution of works for which they are the contractors; and in this instance, but for the interference of the Government Inspector, there can be no doubt that this ironwork would have been used in the bridges.—J. W.

6. In March, 1859, Mr. Rhodes arrived in Sydney, authorised to act as the agent of Sir S. M. Peto & Co.

7. At that time Mr. Gibbons was engaged in the construction of the line from Parramatta to the Blacktown Road, about $8\frac{1}{2}$ miles, and the Government, under the pressure for employment caused by the failure of the Rockhampton Gold Fields, were carrying out by the Railway Department direct the line from Campbelltown to Menangle, $5\frac{1}{2}$ miles, and from Maitland to Lochinvar, $6\frac{1}{2}$ miles.

8. There remained about 47 miles to be contracted for, and for the construction of this length the Government at once entered into negotiation with Mr. Rhodes; these were subsequently extended to include the line from Campbelltown to Menangle above referred to, making about 53 miles in all.

9. The negotiations were carried on verbally, and the terms agreed upon reduced to writing as soon as settled. These terms are contained in a correspondence commencing on the 2nd April, and terminating on the 26th April, 1859.

10. On the 28th April I left Sydney on duty, and was absent some weeks. Some time after my return I found that Mr. Rhodes had not then complied with one of the terms of his agreement with the Government, viz., to sign the usual bond and contract, and this term has not even yet been complied with by him; the works being carried on under the contract contained in the correspondence.

11. I will now, as briefly as possible, consider the complaints made by Mr. Rhodes in his letter to me of the 13th ultimo, and state what the conduct of the Government and its officers has been towards Mr. Rhodes, and the course which has been pursued by him.

Mr. Rhodes complains of Mr. Whitton's report, that the works on the Southern and Western Lines were practically suspended. He denies that any true inferences can be drawn from the certificates for work done, on the ground that HE CLAIMED to be paid several thousand pounds for work not completed, and that materials might also have been purchased. He states that if he had had the plans to which he was entitled, the work in question would have been completed. (Page 1.)

12. On a representation from Mr. Rhodes soon after measurements commenced to be made, that it was important to him to receive as full payments as practicable, I directed that the measurements should be as full as the contract would permit. I am assured they have since been so, that the certificates furnish a true index as to the quantity of work done monthly, and that Mr. Rhodes cannot fairly urge that the quantity so returned should be increased by several thousand pounds, for work not completed or materials purchased. It is possible Mr. Rhodes may allude to a statement sent in by him of materials bought in England and in the Colony, with which, however, he is aware this Government has nothing to do.

The certificates in reference to earth-works shew the following facts:—

The average earth-work moved by Mr. Rhodes has only been 11,180 yards per month.

The average moved by Mr. Gibbons has been 18,066 yards per month.

The average moved by Mr. Willcox on the Northern Line has been 17,866 yards per month.

I may add, that when I inspected the Western Line in January last, I received so strong an impression that the work was practically suspended, that I called on the Engineer-in-Chief, who was not with me during my inspection, for a special report on the matter.

I am assured that the statement is entirely incorrect that any work has not been completed for want of plans, but that bridges, for which plans have been furnished for months past, are not yet commenced. The Menangle viaduct is the only work for which plans have not yet been furnished, for reasons which will appear hereafter.

Mr. Whitton is prepared to prove the correctness of his statement.

Mr. Rhodes denies the correctness of Mr. Whitton's statements relative to the number of men employed upon the works. (Page 1.)

Mr. Rhodes states generally that he has met with invariable obstruction from the department. (Page 2.)

14. Mr. Rhodes was received in the most friendly manner when he arrived in this Colony. That he might not be delayed in proceeding to work, the Government gave up to him the line between Campbelltown and Menangle, sold him the whole of their plant engaged upon those works at cost price (without which Mr. Rhodes could not have set to work till he had received from England the plant required, or had it made in the Colony), and offered him possession of the line a week before he was prepared to accept it. The Commissioner arranged on the other lines with landowners and tenants to waive their legal rights, and to permit the contractor to enter upon the land as soon as the lines were proclaimed. Mr. Rhodes commenced to make bricks on
railway

railway land without any sanction, and in a place not approved of by the Engineer-in-Chief; yet he was allowed to complete the kiln commenced, and on his subsequent application, also to make bricks at any places approved of by the Engineer-in-Chief; Mr. Rhodes applied for as full payments as possible, and the measurements since have been as full as the contracts would permit; he requested that the money due by him to the Government, on account of the plant sold to him, &c., should not be at once claimed, and with the exception of a first sum of about £2,500, this was granted; he has made application for railway grease, it has been sold to him; finally, he has had lent to him 10 miles of single way for temporary use, equal in value to about £15,000, to assist in constructing only about 30 miles of railway, while Mr. Gibbons has only been lent $\frac{2}{3}$ of a mile for the construction of $8\frac{1}{2}$ miles.

Exclusive of that lent to Mr. Willcox.

What Mr. Rhodes terms obstructions has been the refusal of the department to grant him things inconsistent with the contract and with their duty. It is easy for a contractor by continually making demands for things which he is aware cannot and ought not to be granted to create a momentary impression that he is obstructed, but a very brief investigation reveals the truth.

It may be right to advert to what has been Mr. Rhodes' conduct towards the Government and its officers. As soon as Mr. Rhodes conceived he had any cause of complaint, or considered it advisable to complain, he addressed a letter to the Commissioner, dated 22 July, 1859, stating his complaint. Without waiting for reply, and without informing the Commissioner of the course he was taking, he at the same time addressed a copy of that letter to His Excellency the Governor General, and I believe to every Minister of the then Government. In place of carrying out the designs and instructions of the Engineer-in-Chief he has constantly opposed them, desired to substitute others, affording a larger profit to the contractor, used materials which he was forbidden to use, and forcibly taken possession of Government property, in defiance of the officer in charge of it. In the same spirit he has entered upon and made use of private lands without any authority; he has persisted in proceeding with work condemned by the Engineer-in-Chief; he has refused, after commencing the works, to sign the usual bond and contract; he has endeavoured in various ways to evade the fair fulfilment of his contract, and to make claims not warranted by it; he has, I am informed, spoken in public of the officers of the department in the most derogatory terms, and endeavored to prejudice influential persons, and the public generally, against them. I have never in my experience found such difficulties in dealing with any contractor's agent as with Mr. Rhodes; and I will venture to say that no contractor's agent has ever presumed to write of the officers of a company, or to a company, in the terms Mr. Rhodes has of the officers of this Government, and to the Government itself, nor been met with an equal amount of forbearance. Mr. Rhodes' past conduct forces me to the conclusion that the works will never be satisfactorily carried out while he remains with power to act as the contractors' agent; and he has in my opinion done much to prevent this Colony reaping the benefits I hoped it would have derived from the employment of Sir S. M. Peto and Co. I will say, without fear of contradiction, that had an agent, with a disposition to carry out his contract in a different temper, been present, the railway works for which Sir S. M. Peto and Co. are contractors might have been carried out under the existing contract far more rapidly, with greater benefit to the Colony and with a fair profit to the firm, and without any unpleasantness whatever.

Mr.

Mr. Rhodes refers to the correspondence with Mr. Gabrielli, and states that he took lower prices on the assumption that he would be in a position to commence immediately. (Page 2.)

Mr. Rhodes states that the speedy execution of the works alone would enable him to realize any profit for the firm. (Page 2.)

Mr. Rhodes says that, "having now entered into the agreement, the first obstruction I encountered at the hands of the Engineer—an obstruction as ruinous as unexpected—was his systematic objection to the supply of rails." (Page 2.)

Mr. Rhodes states that he applied for rails generally, intending to lay them on the permanent way as fast as the road was ready for formation, and with the intention of using them for expediting the works. (Page 3.)

Mr. Rhodes states, "I appealed to the Government, and the result was that, in consequence of my having put the whole matter before them, the Crown Solicitor was instructed not to sue." And again, "Subsequently, owing to repeated applications and conferences with the Government, Mr. Whitton was compelled to comply with the terms of my agreement as to rails." (Page 3.)

Mr. Rhodes states, "The Minister for Lands and Works informed me that the Engineer Department had represented that they had given me 1,000 tons of rails." (Page 3.)

15.—The prices were settled before the 15th April, and without any reference to their being dependent on the immediate commencement of the works. Indeed Mr. Rhodes was made acquainted, as soon as he arrived in the Colony, that the whole of the plans were not ready, and could not be so for some months; yet, as already stated, nearly 6 miles were offered to Mr. Rhodes before he was ready to take it, even though the Government found for him rails and plant, without which he could not have commenced for many weeks. The Government conducted the negotiation with Mr. Rhodes direct, who by his whole conduct shewed that he did not anticipate receiving the prices discussed with Mr. Gabrielli, since whose departure the circumstances of the Colony had materially altered.

16.—From the figures and facts already given, it will be seen that Mr. Rhodes has not carried this principle into action.

17. This statement is incorrect. From the very first Mr. Rhodes was informed the permanent way rails for those extensions would NOT be allowed to be used for temporary purposes. There is abundant evidence to prove this, and the correspondence will also prove it. Mr. Rhodes was fully aware of this when he took the contract. He was to receive only such rails as the Government could spare, the permanent way rails being specially excluded. To carry out this stipulation Mr. Rhodes has received above 1,100 tons of rails, exclusive of those furnished to Mr. Willcox, with the necessary chairs, spikes, &c.; in fact, all that the Government had, with the exception of a few rails required for use on the existing lines. To effect this, 350 tons promised to a company, and 125 tons to an individual, to assist them in carrying out works in connection with the Government railways, have been retained and lent to Mr. Rhodes, the parties interested not having been in a position at once to take them. And I am assured that Mr. Rhodes has never been detained one hour for want of rails, and has not, even now, the plant necessary to use effectually the rails lent to him.

18. The correspondence will shew that Mr. Rhodes applied for these rails for permanent way purposes. He then forcibly seized them for temporary use, as he himself acknowledged at the time; he subsequently stated that he intended to use them for permanent way; he now states he intended to use them for both—an act which, if carried out, would have been contrary to his contract. In the case of rails lent for temporary use Mr. Rhodes has to pay for their conveyance by railway, as well as 10 per cent. per annum for their use; but the permanent way rails are conveyed free by railway. It is not difficult, therefore, to see one reason why Mr. Rhodes seeks to confuse permanent way and temporary rails together.

19. This statement is incorrect. The Government suspended the action of the Crown Solicitor, on a statement from Mr. Rhodes that he required the rails for PERMANENT way purposes, for which object he had applied for them to be sent to Campbelltown: he subsequently applied for them for temporary use, when their issue was sanctioned, as it would have been had he so applied in the first instance.

20. I believe that, in conversation with Mr. Secretary Robertson, I myself inadvertently one day used the term "1,000 tons of rails," in place of 1,000 rails; but the error was immediately corrected.

Mr.

Mr. Rhodes states that he had engaged 100 horses and carts to carry rails, and had to dismiss 150 men for want of them. (Page 3.)

Mr. Rhodes states, "The Government undertook to deliver over immediately the 5 miles Menangle Extension, to furnish me with plans, and put me in possession of 15 continuous miles of railway within 2 months, and the plans and line for the remainder within 3 months. The plans were not delivered within the first two months, nor within the three months; and some are wilfully withheld to this date." (Page 4.)

Mr. Rhodes says, "the great importance I attached to this question of time." (Page 3.)

Mr. Rhodes says, "I have no plan for the bridge over the Nepean to the present moment. I have contracted for a million of bricks." (Page 4.)

Mr. Rhodes says, "I have been anxiously waiting week after week, demanding the plans; he (Mr. Whitton) now, 8 months after the time, proposes an entirely new plan." (Page 4.)

21. I have every reason to doubt the correctness of these statements. The Secretary for Public Works assured me at the time that Mr. Rhodes had informed him that he should not have to discharge any men for want of rails.

22. The Menangle Line was tendered to Mr. Rhodes before he could accept it, and he requested a delay of a week. I have already narrated the steps taken to obviate, as far as possible, all delay, and I am assured Mr. Rhodes has never been delayed one hour for want of plans. The line from the Blacktown Road to Penrith was proclaimed on the 5th July; and the plans and line immediately given over to Mr. Rhodes. This length was 11 miles 43 chains, making, with the Menangle Extension, upwards of 17 miles in Mr. Rhodes' possession within a fortnight of the time named. On the 26th July 6 miles of the Southern Line, and on the 9th August about 7 miles more, being the remainder of the Southern Line, were proclaimed and given over to Mr. Rhodes: the whole of the Southern and Western Lines, therefore being given over to Mr. Rhodes within about a fortnight of the time stipulated.

On the Northern Line, the works upon which are being carried out under Mr. Willcox, some delay occurred, owing to the failure of two of the Assistant Surveyors, whose work proved on trial to be erroneous, and therefore useless, and whose services were in consequence dispensed with. However, 9½ miles were proclaimed on the 16th August, and given over within a month of the stipulated time, and the remainder 14½ miles on the 15th September, that is to say, within another month.

It will be apparent to all that Mr. Rhodes could not be really damaged by any such trifling difference in time as is above-named, 26 months being the time given to construct 53 miles of railway. However, as the letter of the stipulation was not fulfilled, the Government consented, on my recommendation, to give Mr. Rhodes day for day for the delay.

The only plan not now furnished is that for the Menangle bridge, the design for which was altered in consequence of a statement of Mr. Rhodes that he would claim 6½d. per lb. for the wrought-iron girders, &c., if the bridge was constructed of iron; a price utterly absurd; and the design has since required further revision, in consequence of the height to which recent events have shewn the flood waters will rise. In the meantime, as already stated, Mr. Rhodes is not proceeding with bridges, the plans for which he has had in his possession for months, and the want of which delays the progress of the works.

23. The real importance attached to the question of time was this: Mr. Rhodes expressed his apprehension of an enormous rise in the labor market should a rush take place to gold fields; he desired therefore to have ample time for the work, so that should such a case arise he might be able, if necessary, to import labor. It will be seen that the trifling delay in furnishing the plans cannot seriously affect this question, with which however Mr. Rhodes has mixed it up.

24. If Mr. Rhodes has contracted for a million of bricks, he has done so without any plan, and without any order from this department.

25. As soon as Mr. Rhodes stated the price he should ask for iron, he was informed that the design must be altered to wood.

Mr. Rhodes says he conceives Messrs. Peto and Co. have been treated unfairly in reference to the following clause:—"The whole of the works, of whatever nature and description required in making the extensions herein, shall be included in the contract, and any work for which a price is not given in the schedule hereunto annexed, marked A, shall be paid for at a price to be agreed upon at the time; but should the Government not agree as to the prices not specified in the schedule, the Government retains the right of otherwise executing the work." We refused to accede to the latter portion of the paragraph, and proposed that the prices in cases of difference should be left to arbitration; this was refused on the following terms:—"They consider that any work for which a price cannot now be settled, ample protection is afforded by the power you possess of representing your views to the Government, at the time of fixing the rates."

Mr. Rhodes then refers to the fencing on the Northern Line not having been given to Mr. Willcox, as prices offered to him (Mr. Rhodes.) (Page 4.)

Mr. Rhodes says "a similar offer was made to Mr. Willcox to take the contract for the work at Newcastle off the hands of the Government—that Peto & Co. should pay the contractor the amounts payable by the Government; undertake all the responsibility, supervision, and risk; and what were they to get? Why nothing. This was the Engineer's offer, and I mention it to shew the spirit exercised towards us. It is true that when the Government saw the absurdity of the offer they proposed to give me a per centage. It does not, however, destroy the sting of such a proposition, and is certainly proof of the facilities afforded." (Page 5.)

Mr. Rhodes complains that the lengths of the piles in wooden bridges have not been furnished him. (Page 5.)

Mr. Rhodes complains that he was not permitted to use the rock found in cuttings for ballasting, &c. (Page 5.)

26. Mr. Rhodes has not stated the conclusion FINALLY arrived at, at his own suggestion, viz.—that all matters for which prices could at once be agreed upon should be so, and that in accordance with that conclusion a price for fencing was determined so far as he was concerned; the negotiation for the fencing required on the Northern Line was carried on with Mr. Willcox, to the exclusion of Mr. Rhodes, who has, therefore, no right to use the expression "the following are some of the prices offered to me," in reference to this fencing.

I must observe, also, that Mr. Rhodes was from the first informed that arbitration would not be consented to, and that he agreed that it should not be resorted to.

Mr. Willcox stated he would not execute the fencing under 10s. a rod; this was considerably over previous prices of the Northern Line. It was ascertained the Government could get it done at 8s. per rod; that Mr. Willcox might have no ground of complaint, the whole was offered to him at anything whatever less than the 8s. Mr. Willcox, however, stated he would not do it under 10s., and it was, therefore, let to others.

27. This matter was not conducted with Mr. Rhodes at all. Mr. Willcox wrote, stating that it would be a matter of convenience to him if the Government would allow him to complete the line from Maitland to Lochinvar, on their (Peto & Co's.) schedule of prices; Mr. Willcox to take all the engagements of the Government, and to repay to the Government all expenditure incurred. The work was so far advanced, and had been carried on by the department direct so economically, that it was found to have complied with this request would have been to have thrown away a large sum of public money. But to meet Mr. Willcox as far as possible, he was informed the construction of a portion of this line from 21.60 to 25.30 would be entrusted to him on the following terms, viz. :—

Messrs. Peto and Co. to accept all agreements which have been made with contractors for the execution of the works, and delivery of materials.

For all contracts which the Government have already made, Messrs. Peto and Co. to receive only the price already settled with the contractors.

For all works not already contracted for, Messrs. Peto and Co. to receive payment at the prices contained in the schedule of prices already agreed upon with them.

The remaining clauses provided for the purchase of Government plant, and the completion of the works.

The Government, before whom the correspondence was laid, subsequently decided that the department should continue to carry out the works direct.

The Secretary for Public Works will judge whether there is anything in these propositions to justify the language used by Mr. Rhodes.

28. These were advisedly refused by the Engineer-in-Chief, with the concurrence of the Commissioner, and subsequently with the sanction of the Government; such information should not have been sought nor given.

29. Mr. Rhodes' proposal was, that he should use stone, &c., found in the cuttings for the purpose of ballasting, and be paid for it as if taken to embankment; he making up the embankment at his own cost.

Mr. Rhodes complains that he understood that he was to have half-mile leads, whereas there are, in some cases, leads above a mile and a half. (Page 5.)

Mr. Rhodes says, "I fortunately have the draft schedule which he (Mr. Whitton) first prepared for me, in which, at my request, in his own handwriting, he says, 'the leads are not to exceed half a mile.'" (Page 5.)

Mr. Rhodes complains that on one of the certificates he was only allowed 6d. per lb. for ironwork, in place of 6½d. (Page 5.)

Mr. Rhodes complains that although he executed some fencing on the Western Line in the same manner as Mr Gibbons, it was not considered satisfactory. (Page 5.)

Mr. Rhodes states it is desired that he should execute the ballasting and lay the permanent way in a different way to that for which he tendered.— (Page 5.)

Mr. Rhodes states the Government proposed that he should give up the above work. (Page 5.)

Mr. Rhodes complains that he is not allowed to use hydraulic lime in place of cement. (Page 6.)

Mr. Rhodes complains that he has not been allowed to put substantial materials for the same price as substantial and dangerous wooden viaducts. (Page 6.)

Mr. Rhodes complains that he was offered 6d. for stacking stone from the cuttings. (Page 6.)

Mr. Rhodes complains that the cuttings in rock are made perpendicular. He states that in all the plans and specifications sent to England for Messrs. Peto's information, the cuttings were stated to be not less than 1 to 1; that it is thus attempted to make him perform work he never anticipated, and which can-

not be acceded to. This matter has been repeatedly under the consideration of the Government, together with the opinions entertained by myself and the Engineer-in-Chief; the decision arrived at by the Secretary for Public Works was, that Mr. Rhodes' proposal could not be acceded to.

30. There was no stipulation limiting the length of leads: the specification provided that the earth was to be taken to the embankments named in the disposal sheet for its reception, and Mr. Rhodes was distinctly informed some of the leads would exceed half a mile.

31. Mr. Rhodes is in possession of a printed schedule containing the words in question in Mr. Whitton's handwriting, but nothing else; no prices, date, names. Mr. Whitton states the words were inserted by him at Mr. Rhodes' request, for Mr. Rhodes to offer a price for half-mile leads; but Mr. Rhodes refusing to make any diminution for the restriction in the length of lead, the matter terminated. When the prices were settled with the Government, there was no restriction as to length of lead.

32. The iron-work certified for was for pile-shoes, for which Mr. Gibbons was paid 6d. per lb. All the prices named in Mr. Rhodes' schedule being the same as those in Mr. Gibbons's schedule, the Engineer-in-Chief certified for the same price for pile-shoes (not named in either schedule) in both cases. The Government subsequently fixed the price, on reference to them, at 6½d. per lb.

33. Mr. Rhodes receives a higher price, and contracted to erect a superior fence to that erected by Mr. Gibbons.

34. This is not the case: Mr. Rhodes tendered on a specification, and all that is required is that he should carry out the works in accordance with it.

35. This is not the case: Mr Rhodes proposed to give it up, and the Government have not acceded to his proposal.

36. Mr. Rhodes was desired to build certain culverts in cement. In opposition to his instructions, he commenced to build them in lime. The mortar has proved extremely bad, and Mr. Rhodes has been directed to continue the use of cement.

37. Mr. Rhodes' offer was to put culverts 8 x 6, with an embankment over the culverts, in the place of wooden viaducts, varying from about 40 to 300 feet in length, which he stated would be ample for all purposes; the price paid to be the same as for the viaducts. The recent floods have shown how perfectly inadequate the provision proposed by Mr. Rhodes would have been. The work, even if adequate, would not have been worth nearly so much. The viaducts are required, in several cases, for the passage of cattle and traffic; and they will be, if properly executed by the contractor, perfectly safe and substantial structures. Had Mr. Rhodes, in place of making suggestions, carried out the instructions he received, the works would have been much further advanced.

38. In a conversation with Mr. Secretary Robertson, Mr. Whitton named 6d. as a safe price to offer, and it was offered.

39. Mr. Rhodes has not a single cutting in rock perpendicular; Mr. Willcox has. In the first case the rock is not compact; in the second it is. No stipulation was made when the prices were settled with the Government, as to the slopes; and as in the North, the rock in some cases will stand perpendicular, the Engineer-in-Chief considered it desirable, as being far cheaper, to make up the banks from side cutting, and not from rock. This matter has been not

not now be done at the contract price; that the amount paid by Messrs. Peto to the workmen for these cuttings is considerably in excess of the amount paid to them by the Government. Mr. Rhodes adds—"by this violation of their contract, the Government not only would get work at a less price than Messrs. Peto pay, but what is of more consequence, may get all the stone from the slopes for ballasting at a very small sum, and at Messrs. Peto's expense." (Page 6.)

repeatedly under the consideration of the Government, together with the observations of the Engineer-in-Chief and myself upon it; and in order, if possible, to meet the difficulties Mr. Willcox appeared to feel in this matter, the late Secretary for Public Works, under my recommendation, suggested that Mr. Willcox should contract for the ballasting, and obtain the rock from the slopes. This Mr. Willcox declined, but the suggestion itself is a sufficient reply to Mr. Rhodes' mis-statements in this matter.

The specifications sent to England by the order of the Government were those prepared for works in progress or completed; they were sent for the information of Messrs. Peto & Co., to shew the condition and terms usually made in the Railway Works of this Colony, and they have been closely adhered to in the specifications for the present extensions. But it is manifest they could be of no value in such a detail as what the slopes should be, on lines the exact direction even of which was not determined when the specifications were sent.

The plans were those of the trial lines, which it was expressly stated might be considerably modified in execution. Upon a copy in his possession, Mr. Willcox has shewn to me the words "slopes to be 1 to 1," or some similar words; but it is remarkable that these words are not upon the original plans in this office, and Mr. Whitton is unable to say how they came to be inserted.

Whatever, however, may have been the information sent to Messrs. Peto & Co., to assist them in deciding whether they would send an agent to this Colony to negotiate with this Government or not, it is plain that the only price the Commissioner can pay is that contained in the Schedule of Prices, the result of the subsequent negotiation on the spot; and it is certain that no stipulation was or could then have been made as to what the slopes in rock should be, since not even the general direction of that portion of the Northern Line, now being carried out under Mr. Willcox, was finally determined, much less the section to be adopted. It would be simply absurd to take out slopes through rock at 1 to 1 when not required.

If the amount now paid by Messrs. Peto's agents to the workmen for cuttings in rock is, as Mr. Rhodes states, considerably in excess of the amount paid to them by the Government, I have every reason to believe they must be paying excessive prices.

The decisions in this matter, as well as in that of the ballasting and laying of the permanent way, and other important matters which have been communicated to Mr. Rhodes and Mr. Willcox, have been made by the Government after considering the views of the Engineer-in-Chief, and such observations as I had to offer upon them. Under these circumstances, whatever those views and observations may have been, it is not right on the part of Mr. Rhodes to endeavour to treat these decisions as personal matters with Mr. Whitton.

Mr. Rhodes observes, "I should have thought they (the Government) would hardly have ventured to ask me to sign an agreement (after all that had been brought under the notice of the Government as to Mr. Whitton), placing Messrs. Peto and Co. at the entire mercy of that gentleman, and that they could not receive one single farthing from the Government unless by his certificate." (Page 6.)

40. Mr. Rhodes has been called upon, in terms of his agreement, to sign the usual bond and contract, under which other contractors find no difficulty in working. Comment on the language Mr. Rhodes thinks fit to use is superfluous.

Under the agreement with the Government contained in the correspondence, the Commissioner can only pay on the certificate of the Engineer-in-Chief for the time being. This agreement all parties acknowledge as valid, and so far it is of no consequence whether the usual bond and contract is signed or not.

Mr.

Mr. Rhodes complains that "Mr. Whitton has stated, (I am informed by several parties,) that 'I should get nothing out of the contract if he could help it.'" (Page 7.)

Mr. Rhodes says, "I must ultimately be paid the profit on the iron girder which was first proposed." (Page 7.)

Mr. Rhodes says, "Mr. Whitton distinctly stated the Menangle viaduct would have brick piers with stone cut waters, with wrought iron top." (Page 7.)

Mr. Rhodes, in his letter of 24th November last, complains of the incompleteness of the plans furnished to him. (Page 7.)

Mr. Rhodes complains that he could not proceed with the cuttings owing to the want of proper instruction. (Page 7.)

Mr. Rhodes states, as proof of the bad staking out of the railway line, that Mr. Mason and Mr. Durham were unable to trace the line. (Page 7.)

Mr. Rhodes complains that he has had to set out side drains, river diversions, and road approaches, and that the Inspector appointed to give him information is continually making mistakes. (Page 7.)

Mr. Rhodes says, "it is impossible for us to receive instructions from such a source," (viz., the Inspector.) (Page 7.)

Mr. Rhodes says, "The answer given to Mr. Whitton was, he expected to be paid the same price as other local contractors were getting for similar work." (Page 7.)

Mr. Rhodes re-iterates a statement that there has not been an Engineer with a level to set out the works. (Page 7.)

Mr. Rhodes re-iterates a statement relative to the Inspector stopping works being executed in a proper manner. (Page 7.)

Mr. Rhodes says the Commissioner has consented to his using the land on each side of the line for purposes connected with the works. (Page 7.)

Mr. Rhodes complains of not having been credited for sleepers furnished. (Page 7.)

Mr. Rhodes complains that rock is returned as earth in the certificates. (Page 8.)

Mr. Rhodes states that he has more than sufficient plant, and observes that 20,000 feet of rails would scarcely form two miles of single way. (Page 8.)

41. Mr. Whitton denies ever having used the language alleged.

42.—Mr. Rhodes is well aware he can and will only be paid under the schedule of prices for work completed by him and certified for by the Engineer-in-Chief.

43.—In a conversation with Mr. Rhodes, the Engineer-in-Chief stated it was intended to build the Menangle bridge with brick piers and an iron superstructure; but no orders were given, nor was anything definite ever arranged.

44.—An inspection of the plans will be the best reply to this statement.

45.—There is ample evidence to prove that Mr. Rhodes has never been delayed for want of instructions.

46.—Mr. Mason, in going over the line for the first time, accompanied by Mr. Durham, while in conversation, at a curve continued straight on, and so missed the line, but on retracing their steps found the line perfectly staked out; there being a stake driven into the ground at every chain with a ring cut round it, and special marks at every tenth chain and every mile.

47.—The fencing was almost entirely set out by this department; the side ditches are mere drains 18 inches deep parallel with the fence; there are no river diversions; every information relative to public road approaches is afforded by the Inspector, a thoroughly competent officer in whom the Engineer-in-Chief has the highest confidence.

48.—It is not for Mr. Rhodes to dictate what officers the Government shall employ.

49.—The answer in writing given by Mr. Rhodes was, "as no doubt you have only one price for every thing that has to be done, we will thank you to favor us with your prices and if we can make them for the prices we will do so."

50.—Mr. Whitton is prepared to prove the incorrectness of this statement.

51.—Mr. Whitton is prepared to prove the incorrectness of this statement.

52.—Subject in each case to the approval of the Engineer-in-Chief, and within the land proclaimed for Railway purposes.

53.—Mr. Whitton states the sleepers were certified for as rapidly as they could be properly examined and passed.

54.—Mr. Whitton states that all rock excavated and taken to embankment, is measured and certified for monthly. It is possible Mr. Rhodes here alludes to shale, but this, under his contract, is to be paid for as earth.

55. The Engineer-in-Chief is prepared to prove that even now Mr. Rhodes has not sufficient plant upon the lines to work the roads properly; and Mr. Rhodes is not justified in speaking of the loan of two miles of single way not being in use, as a matter of no importance. To speak of wanting rails while thousands of feet, lent for use, are lying idle, is not right.

Mr. Rhodes states "it is Peto, Brassey, and Betts' custom to execute their work almost entirely with wagons, and not potter with Dobbin carts." (Page 8.)

Mr. Rhodes re-iterates certain statements relative to the wooden viaducts. (Page 8.)

Mr. Rhodes complains of the inquiries made by Mr. Whitton from the sub-contractors. (Page 9.)

Mr. Rhodes explains the supply of inferior ironwork for the bridges. (Page 9.)

Mr. Rhodes states that he intends many of his complaints and remarks to apply to the extension, for which Mr. Willcox is agent. (Page 9.)

56. So deficient, I am informed, was Mr. Rhodes, even of Dobbin carts, that he was using ordinary carts.

57. Mr. Rhodes speaks of his sense of duty in reference to these viaducts, and the high ground which he takes. Having once pointed out what he may consider defects, Mr. Rhodes' duty has certainly ceased. Had the advice tendered by Mr. Rhodes been followed, it would have resulted in largely increased profits to the contractor, without giving the Colony the works required.

58. Mr. Whitton denies having made any inquiries, while asserting his perfect right to do so should he think fit.

59. It may be observed, however, that this iron, so far as Mr. Rhodes was concerned, would have been used. Its use was stopped by the department.

60. I have every reason to know that Mr. Willcox, so far from concurring generally in the course which Mr. Rhodes has pursued, has most strongly disapproved of it; and Mr. Willcox has been in direct communication in reference to all matters connected with the Northern Line with this office. This department has no communication with Mr. Rhodes in reference to the Northern Line, and Mr. Willcox being at Singleton can be no barrier to his free communication with this department whatever. Mr. Rhodes has no right, therefore, to extend his complaints and remarks to the extension for which Mr. Willcox is agent.

In conclusion, I must ask indulgence for the haste which will be apparent in this memorandum. It is with extreme difficulty that I find time amidst the pressure of public duties to reply to such a communication as that from Mr. Rhodes now under consideration, involving as it does no practical result. It has been impossible for me to re-peruse the mass of correspondence which Mr. Rhodes' letters to this department have created; I have, therefore, written from memory, but the facts given by me are, I have no doubt, correct. I have been compelled to discuss Mr. Rhodes' letter at length because I could in no other way point out the numerous incorrect statements which it contains.

I take leave to repeat that had Mr. Rhodes, in accordance with his agreement, signed the usual bond and contract, and gone quietly on with the works in place of stirring up strife, the works in reference to which he is employed as the agent of Sir S. M. Peto & Co. might have been far more rapidly carried out with a better profit to that firm and with greater advantage to the Colony. As it is, I fear Mr. Rhodes has mistaken courtesy and forbearance for weakness; he has endeavoured by all the means in his power to coerce the department into giving him advantages not warranted by his contract, and failing in this has decried it, and at the same time neglected to proceed with his works satisfactorily. I am thus forced to the conclusion that the works will never be properly carried out while Mr. Rhodes remains in charge of them as the contractors' agent; and that the benefits which the Colony ought to derive from the employment of Sir S. M. Peto & Co., as railway contractors, are being frittered away. I recommend, therefore, that the Government should as early as practicable cease to recognise Mr. Rhodes as an agent of Sir S. M. Peto & Co., and should deal with Mr. Willcox only. For I can expect nothing from the past conduct of Mr. Rhodes but that the works will be ill and slowly carried out, and the Government be involved in interminable disputes and perhaps costly legal proceedings.

THE HONORABLE
THE SECRETARY FOR PUBLIC WORKS.

B. H. MARTINDALE,
Under Secretary and Commissioner.
7 March, 1860.

1860.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY WORKS.

EVIDENCE

TAKEN AT

THE BAR OF THE ASSEMBLY

IN

COMMITTEE OF THE WHOLE HOUSE,

ON THE

CONSTRUCTION AND CHARACTER OF THE RAILWAY
WORKS NOW IN PROGRESS.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
29 May, 1860.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1860.

1860.

Legislative Assembly.

NEW SOUTH WALES.

EVIDENCE TAKEN AT THE BAR OF THE ASSEMBLY,
IN COMMITTEE OF THE WHOLE HOUSE,
ON THE
INQUIRY INTO THE CONSTRUCTION AND CHARACTER
OF THE RAILWAY WORKS NOW IN PROGRESS.

(APPENDIX TO MINUTES OF PROCEEDINGS, 20 APRIL, 1860.)

A.

FRIDAY, 20 APRIL, 1860.

A. Rhodes,
Esq.

Alexander Rhodes, Esquire, examined as follows:—

1. *By Mr. Parkes*: You represent the firm of Sir Morton Peto and Company, railway contractors? Yes, I was asked by them to come out to form a contract by a letter sent by the Commissioner of Railways to London. These parties—Sir Morton Peto, Brassey, and Betts—delivered this letter to me, and I came out with this letter to negotiate with the Government. 20 April, 1860.
2. Will you state the date on which you arrived in the Colony? I think it was about the latter end of March, I cannot say for the very day.
3. Have you got the papers which were originally transmitted to your principals in London? I have not them with me—they are with my solicitor; but I can explain to the Assembly all their contents.
4. Among those papers was there a letter proposing the terms upon which you were to enter into the contract—the copy of agreement submitted to Mr. Gabrielli, in Sydney? As far as I saw, the papers that were delivered to Sir Morton Peto, Brassey, and Betts—^{they} ~~delivered these papers over to me~~, and I looked into my papers cautiously, and I wished the firm to let these papers and correspondence be submitted to their solicitors, to see if there was a real transaction made between the Government and Mr. Gabrielli. ³ Were the same as those delivered to me.
5. Was the schedule of prices among those papers? ³ “Confidential—engineer's schedule of prices for the proposed extension line.” J. Whitton, Engineer-in-Chief, signed it. There it is. *(The witness handed in a paper. Vide Appendix I.)* ³ Yes.
6. When you arrived in the Colony, did you enter upon the work in accordance with those prices? I was introduced by Mr. Gabrielli to Mr. Cowper, then to Mr. Robertson, then to Captain Martindale, Commissioner; then to the Engineer-in-Chief, with letters of introduction from Sir Samuel Peto and Co.
7. Were these the prices which you brought out from London with you—the prices submitted to you on your arrival? If you look at the head of the schedule of prices that will explain, for these were the prices submitted to Peto and Company.
8. You misunderstand my question—are these the same prices that were submitted to you on your arrival in Sydney? Those are the prices I proposed to the Government when I arrived here.
9. Were those the prices submitted to you for your acceptance by the Government? They were not accepted by the Government.
10. Are these the same prices that were accepted by you from the Government? Those prices were sent Home, as I say now—“The schedule of prices for the proposed extension—.”
11. We understand that, and that these prices you brought out, but are they the same prices that were submitted to you by the Government—on your arrival was there any change in the prices? “Sydney, 2nd April, 1859.” *(The witness commenced reading a printed paper.)*

NOTE.—The alterations printed in the margin were made by the Witness on revision.

A. Rhodes,
Esq.

"Do you look there, you will see I made a proposal to the Government to accept these prices that were sent to London. That is No. 3 page.

20 April, 1860.

⁴ Yes.

⁵ No stop.

⁶ And they strongly expressed that the Colony could.

⁷ They wished, if possible, to reduce the price.

⁸ A.

⁹ And.

¹⁰ An error. Should not be in.
¹¹ An error. Should not be in, or said.

12. Will you go on and state what variations—if any variations were made—what variations were made in the prices submitted to you on your arrival? I sent in this letter to the Commissioner of Railways. The Commissioner sent this letter to the Executive, and the Executive made an appointment with me to meet them. I met Mr. Cowper, Mr. Robertson, Captain Martindale,⁵ Commissioner, and the Engineer-in-Chief. Well, I was with them there four to one; ~~and they went at me in such a manner to say that the Colony thoroughly could not afford such prices.~~ I said, "Why have you sent such prices Home, if you could not afford to pay them?"

13. Then there was a variation from the original prices? That is to say, that ~~the Colony was so, and we wished if it would be possible to reduce a few half pence.~~ Mr. Robertson said, "Really we are only paying our sub-contractors a certain price." "Well then, you ought not to send for people like us, bringing⁸ large quantity of materials. Is it because we have started on the road, because we have sent out a nice little material to the amount of £20,000, and I am here with my family, that you think you can take any advantage?"

14. What variations in the prices were proposed? Well, Mr. Cowper, with Mr. Robertson⁹ Captain Martindale, said, "Had you not better see the Engineer-in-Chief, we do not know how to discuss these small matters? There is a person does a good deal of work with the un-employed labor—"

15. What were the variations? ~~Sixteen.~~ I met Mr. Whitton next morning at half-past nine, and we went into the schedule of prices; ~~and he came to the price about 2s. 8d.~~ It takes a long time certainly to explain these things, but I must explain them in order that I may shew how the prices were reduced. Well, Mr. Whitton, went into details, and he brought the first price down to 2s. 8d.—that is, "Excavation from cuttings into embankments." I thought it was impossible for me to come to any negotiation with the Government as they started rather in a small way. Next morning I met Mr. Cowper, Mr. Robertson, Captain Martindale, and Mr. Whitton; and Mr. Cowper asked me "Have you come to any arrangement?" "Well," I said, "I am afraid we have not." "Well, but really, try." Mr. Whitton said, "Well I think if we give him 2s. 7½d."—(turn over that No. 5)—"If we give him 2s. 7½d., I think this is a very good price." Captain Martindale said "Oh dear me, it would please the Government so much if you could take a penny off, and make it 2s. 6½d." I immediately turned round and said, "Gentlemen, if this is the way you are going to transact business the sooner I leave you the better."

¹² Should be in parenthesis. 16. That was with reference to the first price down in this schedule, were there any other variations? As soon as these prices were agreed upon¹²—it was understood that these prices were put down as low as possible, because the Government were to give me every facility—

17. Will you be kind enough to state in so many words the number of variations in this schedule of prices, without going into particulars as to how these variations were arrived at. Just state if you please in what particular items there was a departure from the schedule of prices sent to London? There was 2s. 9d. sent to London, and what I have agreed to, with the facilities to be given me, is 2s. 7½d.—that is ¹³one difference. Then there is ¹⁴"in rock" the item sent to London was 5s. 6d. a yard, ¹⁵that was reduced to 4s. 9d. This is what they pay me 2s. 7½d. for, after reducing me from 5s. 6d. to 4s. 9d. a yard. This is earthwork. (*The witness here produced a mass apparently of rock.*) I will allow any Honorable Member to look at it.

¹³ One.
¹⁴ The item "Rock" sent in.
¹⁵ Which.

18. We come now to brickwork, was there any reduction in the brickwork? 5s. a yard, but then you will allow me to explain this matter. In taking notice of the prices in this country ~~I see it is a great item in masonry is mortar.~~ Well, I went immediately up and down the country to find out if there was ¹⁶what you call good stone lime for masonry. Shell lime in this country is not good, but there is stone lime in this country, and having been in Foreign countries—in Germany, France, and Spain, I had to go and look out for stone lime, and I found capital lime stone. It seems they found out I had got them good stone lime, and when I procured a certain quantity of this good stone lime, they said they would have cement, which is not half as good as mortar. Now I shall shew it. (*The witness produced a mass of mortar.*) I will ask Mr. Lucas, who says he is a good judge, if that is not good mortar.

¹⁶ That mortar is a great item in masonry.
¹⁷ Should be—If there was, &c.

19. Will you be kind enough to go on and let us get through this schedule of prices—State to the Committee, if you please, what reduction was made in the estimate for brickwork. It is down here at £3, and it was reduced to £2 15s.? Yes.

20. We come to the next item, which is here £3 5s., was there any departure from that? Five shillings.

21. Come to the next head, £3—"Brickwork in mortar to culverts, all sizes, at per cubic yard," any reduction in that? Five shillings.

22. Going on to the next, which is down here at £3 5s., was there any departure from that—"Brickwork in cement to culverts?" Five shillings there.

23. Were there any other reductions? There has been a little put on the ironbark timber, including the iron fixing that has been made 5s., but then we had first 6s. for sawn work, so that we have now an average of 5s. instead of 4s. 6d. and 6s.

24. There were considerable variations from the schedule of prices sent home to Peto and Company? I should say on the contract I have taken ¹⁸£20,000 at least.

¹⁸ OR.

25. Did you consider there was any breach of faith to any extent in the departure from the prices?

Mr. Robertson objected to the question.

The witness withdrew.

Debate ensued.

The witness was again called in by the Sergeant-at-Arms, and examination was ^{A. Rhodes, Esq.} continued. ^{20 April, 1860.}

26. In the variation of prices which took place after your arrival was there any just ground for grievance with you as representing Messrs. Peto and Company? Captain Martindale said that there was some party who had sent in a tender against us, and I said to Captain Martindale, "If that is to be the behaviour I am to receive after I come to the Colony, after "inviting us, I shall retire."

27. With respect to the first item in this schedule, "Excavation from cuttings taken to "embankments named in the disposal sheet not exceeding half a mile lead,"—have any of the leads, as they are called in technical language, exceeded half a mile? Well, the Colonial Secretary, the Minister of Public Works and Lands, the Commissioner, and the Engineer-in-Chief, together, the day before I was to meet the Engineer-in-Chief to arrange about prices, and when I agreed partly, I said to him, "What will be the leads providing I take the "reduced price?" his answer to me was, "In the Colony here we have not a deal of material, "and we never give long leads, and from the cuttings to the embankments are not exceeding "a quarter of a mile lead." I said, "Well, make it half a mile lead if you like, and let us "have no trouble over it." "Well," he said, "that is more than I shall ask you."

28. Did any of the leads exceed half a mile? I asked him to give it me in writing, and he gave it me in writing. (*The witness produced a paper.*)

29. Mr. Rhodes, if you would be kind enough to give an answer to my question in as few words as possible it would much simplify the matter,—if you will just answer my question—Did any of the leads exceed half a mile? I have these leads a mile and ten chains, and I have one lead more than a mile and three-quarters.

30. Have you any objection to hand in the paper you hold in your hand? No. (*The witness handed in the same. Vide Appendix II.*)

31. Previous to your arrival in the Colony had you had practical experience on other railway works? My first apprenticeship was on the Greenock and Glasgow Railway, in 1839; that is past twenty-one years ago.

32. From that time until your embarkation in this Colony have you been constantly engaged in similar works? I have been always on works.

33. You have been engaged with Messrs. Peto and Company? With Mackenzie and Brassey, which is the same company, ¹⁹if you like, for twenty-one years past.

¹⁹ Should not be inserted.

34. Will you state, in as few words as possible, what are the principal railway works you have been engaged upon? The first railway I was engaged upon was Greenock and Glasgow, under Mackenzie and Brassey. I had the superintendence of that; that is, the ²⁰viewing the men, measuring the work, and carrying on the works, and these works were done in eighteen months, under Mr. Locke and Mr. Errington. There was a tunnel on that line in granite a mile and a half long, and a cutting of something like 170,000 yards done in that time.

²⁰ Control of.

35. What other works have you been engaged upon? I was sent to the Paris and Rouen railways by the contractors, Mackenzie, Brassey and Company.

36. On any other? The Bordeaux line, the section from Orleans to Tours. That line is about 400 miles long altogether, and it was done in four sections.

37. Upon these various railways were you allowed by the Engineer the use of rails and chairs for carrying on your works? We were always allowed permanent rails for temporary purposes, and without them the Glasgow and Greenock Railway would not have been done in five years, let alone eighteen months.

38. That was the recognised practice on these works? Yes.

39. Were you required to pay for them, or were you placed under any restrictions or conditions? Never, with the exception of those that were damaged or cut.

40. Since you have been carrying on the railway extension here, have you had the same facility afforded to you—have you had the permanent rails and chairs to assist you in carrying on your work? There were a few yards given, and soon after we started we were obliged to stop and to write for rails, and to this day we have got these cuttings—one a mile and ten chains, and the other a mile and three-quarter lead,—and we cannot get the rails, although there are ten thousand rusting on the Sydney station, and I can assure you these rails would be better employed ²¹to work than standing there rusting.

²¹ In.

41. There has been, I believe, considerable dispute between you respecting these matters going on for some time? Whenever I saw the works were not going on with speed, I wrote for the rails.

42. The Railway Authorities did not meet you, as you think they ought to have done, in affording you the use of the chairs and rails? If I dare make the observation, they have done nothing but obstruction since I came here.

43. Have you taken any steps to elicit from other competent men who have been engaged in railway construction, whether they concur in your views as to the practice of Engineers accommodating the contractors with these articles? I believe Mr. Brassey wrote to the Engineer-in-Chief. He said it was the only correspondence he had between the Government and himself since I left.

44. Will you read that letter? (*The witness read the same. Vide Appendix III.*)

45. That is from Mr. Brassey to whom? John Whitton, Engineer-in-Chief.

46. In the Colony, since this dispute as to the use of permanent rails and chairs has arisen, have you taken any means with the view of supporting your own opinion, and trying to bring about an understanding with the Railway Authorities, of getting the opinion of other competent persons as to the practice? I have had the opinion of several.

47. Can you recollect the names of the gentlemen you have applied to? I wrote to John Keith, which I got last mail, which is as good a letter as can be read.

48. Will you enumerate the names? John Keith, Thomas Rhodes, Mr. Favel, Mr. Willcox, my

A. Rhodes, Esq. my colleague,²² and Mr. Fowler. There is also a letter from Charles Jones, who represents the firm in Paris, and many other letters are coming out.

20 April, 1860.
Locke and Errington, C. Engineers, Hanson, Adelaide, Mr. Jai, C.C.

49. Do these persons concur in your view that it is the practice in the construction of all large railway works for the engineer to accommodate the contractor with these permanent rails and chairs, to assist him in carrying out his operations? Yes.

50. In this Colony, would it be practicable for you to carry on the work unless you had the use of the permanent rails and chairs. It would never answer to import them merely for your use? It never would suit; it never was thought it would suit.

51. You could not carry on the work without the use of the line? Certainly not.

52. Has the work ever been delayed for the want of a sufficient quantity of this material for your operations? If the Railway Department had given me the facilities I have had from other engineers I do not hesitate to say that the Penrith line would have been open.

53. Do you mean to say that it could have been open now by the middle of April? Yes; if I had had the facilities I ought to have had when I arrived here in the month of March last year.

54. When do you now expect to have it open? If the Railway Authorities continue to obstruct me in every manner, not for the next twelve months.

55. You state that if the facilities you have received from other engineers had been afforded you by the Railway Authorities here, the railway would have been open—had they the means in the Colony? These rails at Darling Harbor were here before I came to the Colony, and I drew the attention of the Commissioner of Railways to the fact that they were lying there, and it was only through my writing to him that his attention was directed to these rails. I have got them since the month of January, so you can count from January to now.

56. Having reference to the railway works in Europe you have been employed upon—what was the position of the engineer upon these works; was he resident upon the works? The Government or the Company had a consulting engineer, this consulting engineer lived in London; but he had a principal engineer, who was engineer-in-chief on the permanent works. These engineers-in-chief resided in Paris or Bordeaux. These engineers-in-chief came down with their secondary engineers, and arranged with them their districts; each of these had a length of about ten miles, and the secondary engineer had to set out and inspect the work, and we always reckoned that ten miles, that is, five miles going, and five miles coming, was sufficient for a man to go in a day to superintend the works—so that there were ten engineers to a hundred miles. These sub-engineers had inspectors under them to see that the work was properly executed, so that I think the Government ought to allow an engineer to each ten miles—that is quite sufficient if he looks after the work properly.

57. You say the engineer-in-chief and sub-engineers are always on the works in person looking after the works? Yes, they were with us continually.

58. Will you state to the Committee whether the engineer-in-chief or his subordinates in this Colony occupy the same position upon the railway works? No; there is an engineer who goes to measure the works once a month, and he looks at these works,²³ "They are not satisfactory," and walks on. Then he goes on to another place as I shewed you just now, "Oh this is rock; I don't call that rock, that is earthwork," and walks on; he has not another word to say. There is an inspector left to superintend us—²⁴which, if you want to look into the letters—who sees everything that is done, and although we do the work to the satisfaction of the inspector, the Engineer-in-Chief says it is not satisfactory.

59. How long have you been engaged upon the Southern Railway? On the Menangle Extension—?

60. Altogether, how long have you been employed? I dare say a year.

61. How often has the Engineer-in-Chief been on the viaduct during that period? Once he went over on horseback to look over the line from Picton to Goulburn with the engineer ²⁵that surveys the line from Picton to Goulburn; at another time he came over I think—I rather believe—to find fault with me. I have repeatedly written to him—

62. You have not answered my question, how many times he has been on the line there? Three times.

63. Do you think three is the utmost number of times—could he have been there without your seeing him? He might once or twice, but I am sure not more, for my time-keeper, even when I go myself, books down the time when I go—and he books down everybody's time.

64. Do the engineers and subordinate officers go over the work? The inspector always, and the district engineer goes about once a month.

65. Will you be kind enough to state to the Committee what are the designs for the bridges upon the Southern Railway Extension; and the character of the works generally which you are constructing; and how far they will be suitable for the purposes for which they are being erected? Wooden or brick bridges?

66. Wooden bridges? (*The witness produced a plan and section.*) In the first place, in going over with my colleague, Mr. Willecox, who is on the Northern Line, I drew his attention to these wooden bridges and wooden viaducts, and after we had gone through it we came to the conclusion—

67. Will you describe the number and situation of these bridges before you go into a description of them? 23 miles 65 chains, between Campbelltown and Picton.

68. But where are the bridges situated? Between ²⁶23 miles 63 chains, and 23 miles 66 chains.

69. You have a plan now before you? This is a plan of the viaduct.

70. Is that the viaduct near Menangle? Not far from Menangle, about a couple of miles.

71. Will you describe to the Committee the character of the work of which you have a plan before you, and state your opinion as a practical man, whether it is a work suitable for the purpose

²² Should be 23 m. 40 c. & 26 m. 40 c.

²³ Says.

²⁴ Should not be inserted.

²⁵ Who.

- purpose for which it is to be erected? I built a bridge at ²⁷Erre, upon the Paris and ²⁸ Railway, for a double line, with a height less than this, and less width between the piles; I call them props not piles—props I call them—
72. If you would state the dimensions of the bridge first from the plan before you, so that the Committee might understand the character of the bridge, it would be much the best course? This bridge is 298 feet 9 inches long, the average height is 31 feet 6 inches, the width at the top at that height is 11 feet 6, on an incline of one in seventy.
73. Is there any curve? There is a slight curve.
74. Will you state the width of the bridge at the base? It is perpendicular.
75. It is 11 feet 6 at the base? Yes; they want to have these props or piles ²⁹put with the ³⁰Driven to eighth of an inch, and then they strut it afterwards.
76. What is the width of the strut? About 10 feet more, that would make about 22 feet, I should say.
77. This viaduct is 298 feet 9 inches long, 31 feet 6 inches high, 11 feet 6 inches in width, and on an incline of one in seventy, with a slight curve? Yes.
78. Will you state how this viaduct is constructed; describe the wood framework upon which it rests—which in reality constitutes the structure—in language to be understood by the Committee? It is supported by three props with two struts 31 feet 6 inches high, 11 feet on the top, and the width at the base about double; now I say that a locomotive engine running at the rate of thirty or forty miles going down this incline—
79. What is the size of the pile—the diameter? A foot square.
80. Are they shod? They are shod and pointed.
81. And are driven into the earth what depth? It depends entirely upon these inspectors. They put an inspector there with a hammer a ton weight, and falling fifteen feet, and they drive the piles sometimes—God knows where—they split them all to pieces.
82. Will you at this stage state what progress has been made in the construction of this viaduct? We have not started it; we have got the timber ready.
83. It is only a work projected? Yes.
84. Then the work is to consist of piles 31 feet 6 inches long, and 12 inches diameter, driven into the earth—that is, the piles are to be 31 feet 6 inches above the earth; it does not include the length driven into the earth? No; I do not know what we are to drive; it depends upon these inspectors.
85. Are the piles to be supported by intermediate diagonal braces? Not one, which certainly is the reason I object to this viaduct.
86. Is there no stay or brace of any kind between the piles from the surface of the earth to the bridge itself? No, none. There are cross pieces to brace the pile, but for the length between the piles or props, as I said before, there are none, and there is 20 feet span.
87. How does the bridge itself rest upon these piles—are there any cross pieces—any crutch-like pieces at the top? There are three perpendicular props which take the weight of the locomotive, and two outside struts, as I call them; that is the only thing which keeps the thing together, with the exception of the corbels at the top.
88. What is the space between these piles? 20 feet.
89. Twenty feet between each, and the height is 31 feet? 31 feet 6 inches.
90. The viaduct itself is 298 feet long? 298 feet 9 inches, I think.
91. Will you state your opinion, as a practical man, of the value and durability of a construction of this kind for the purpose for which it is constructed? When I look at that viaduct—of an incline of one in 70, and the top to be 11 feet 6 inches wide, the props driven into the ground pointed—it strikes me very forcibly, that into that ground they do not want to drive any piles. They might have put a platform of timber about a yard below the surface of the ground if the Engineer-in-Chief persisted; but when I reflect upon a bridge that is made for a double line, not for a single one, I think of the Paris and Cherbourg line, which was to have been made with such a bridge, but the Government Engineer said, "We shall not allow trains to go on these bridges; you must build them of brick, iron, or stone," and we thought immediately it was right, and we built a brick viaduct without another word. It was asked of me, "Will you build these bridges at the same price as those on the plan?" I had no objection, and I started immediately on the good faith of that and made bricks. But there was some word or other—people were jealous of this change, and the order was given that we must not change anything. However that bridge can be built now with brick piers and timber tops, and in ten or fifteen years you will have to change these timber tops, when the Colony is more in a state to go out in a large way in expenses. You can easily take off the timber tops and put on iron tops. This has been done with several bridges I know of—not one, but I should say twenty bridges that I can name.
92. Do you consider that this viaduct when finished will be safe for the traffic which will pass upon it; for the uses to which it will be put? If I am to give my opinion, I think not; it may last for a while, but not long.
93. What is the character of the other wooden bridges on this road, similar to this? Not so dangerous; I consider the great danger is the incline of one in seventy on a curve. The other is on a level rail.
94. Are the others as extensive? Yes. My opinion is that there are three bridges on the Western Railway, and another on the Southern, which certainly, to my opinion, ought not to be built.
95. Ought not to be built—why? I think that the height of twenty-three feet six of piles, on a very soft bottom, width on the top eleven feet six, piers or props twelve inches, is not sufficiently strong enough, according to the plan, to carry an engine of thirty or forty tons

A. Rhodes,
Esq.

20 April, 1860.

Erreux.
Cherbourg

- A. Rhodes, Esq.
20 April, 1860.
- tons weight, with a train of thirty or forty carriages behind, going at a speed of thirty or forty miles an hour. This is what I would like to see. (*The witness produced a plan.*)
96. This is the kind of construction you would recommend in the place of the plans proposed? No, I should like to see brick piers.
97. But taking for granted that they were to be built of wood this is the plan you would approve? Yes.
98. Will you describe what the difference is? Between the two piles there is twenty feet; I would suggest to put a longitudinal piece between two struts seven feet long, twelve by fourteen inches; the struts fourteen by twelve, properly braced by a piece of timber uniting the five piles or props, connected with cast iron plates, and well jointed together with bolts.
99. You consider then that the greater danger in the construction of the Menangle viaduct—? Not the Menangle viaduct, the viaduct between Menangle and Camden.
100. The greater danger arises out of the circumstance of the incline and the curve? And the width on the top.
101. As compared with the others, you say you consider that more dangerous, and you attribute that to the curve and the incline? And the width.
102. Are not the others of the same width? Yes, but they are not so high.
103. What is the character of the other bridges—are there any brick bridges? No brick bridges; there are culverts.
104. You have offered to construct brick culverts in lieu of these timber structures? At this very viaduct, 23 miles 65 chains, during the last floods, I put a person on on purpose to see if there was any water on it.
105. What viaduct do you refer to? This very viaduct, 23 miles 65 chains, 298 feet 9 inches long. I had been led to understand that there have been more floods in the last ten or eleven weeks than there have been for many years. We have a time-keeper who goes along to see how the work progresses, and I gave him positive orders to put a man on to see whether any water passed through there at this 298 feet 6 inches viaduct. Well, a six feet culvert will take more than twice the water that passes there. But I understand that there is to be a cattle way through, and I say if you have a cattle way, make it half the length. They say, "Earthwork will cost more money." I said, "Well, I will put in earth-work for the same money." "Oh, that will not do, it is not in accordance with orders given from the Railway Department."
106. Do you consider that the Southern and Western Extensions have been well laid out in an engineering point of view? Certainly not.
107. Would you state what your objections are? During the last flood the road that goes to Campbelltown, the formation level was four feet nine inches under the level of the rail. If the railway had been working, the trains would have been stopped, and the railway washed away. I call that very bad engineering.
108. Have you, at any time, pointed out any alterations in the works which have appeared to you necessary for rendering them of a more durable and useful character? I said, in the first instance, that instead of these wooden bridges we could have given plenty of room by building a couple of arches of fifteen feet, which would have been more durable than timber bridges, and would not have cost any more. I have suggested that the slopes of one to one should have been one to one and a half. I have suggested that, in some places, there should have been more culverts, and ³⁰no others less. I can shew you one instance—it don't do to keep you too long. I will mention one. At Harris' Creek, where there is a bank of 76 feet 4 inches, the first plan I got was for a five feet culvert. I drew the attention of the Railway Department to that; but I suppose they thought it was better for me to mind my own business and not theirs. Now that culvert, if it is built under a bank of 76 feet, I say it is a much dearer affair, and I question that when the first flood comes if it is ³¹not a culvert of ten feet, it will be ³²blowed up. I should say, certainly, that of all the practical engineers I have seen in Europe and in England they never would suggest a culvert, but would have a viaduct built there. One would cost about £3,500 and the other about £4,000.
109. You have not stated very clearly why you consider these timber bridges unsafe. You stated just now, I think, that they might last a short time, leaving us to infer that they would give way before a long period. Would you state in what respect they would give way?—How the traffic upon them and the influences of the atmosphere would be likely to affect them? In a dark night, when it is raining hard, the engine driver cannot see the viaduct or banks; there are no lamps; they have to leave the station at a certain time and to get in at a certain time. They look at their watches, and when they go down an incline like that, where it is not properly strutted, I say there is great danger when they come to the curve, that the long train behind them would swing the engine, would oscillate down the incline, and these long props or piles stuck in the ground would shake tremendously, particularly when they are not properly strutted from one prop or pile to the other; because, if they had strutted them, they would have been one mass as they are not now; they are only united by longitudinal pieces into the pile with jagged spikes.
110. Are you of opinion that the bridge would give way by wear and tear before the wood-work was affected by the usual influences affecting woodwork, in other words, before it was worn out? I am perfectly satisfied that if the bridge were as strong as anyone would wish for it would not last fifteen years. I am satisfied it is not a safe bridge. It is not a safe bridge for a permanent bridge. I would not build one myself for engines and traffic, or even for temporary ballasting.
111. I presume, as you represent the largest firm of railway contractors in the world—Is not your firm the largest? Yes; I think so.
112. As you represent so large a firm I presume the reputation of the house is a much more serious matter of consideration with you than any immediate profit? Of course it is.
- 113.

³⁰ Should not be in.

³¹ Even.
³² Blown.

113. I ask that question with the view of putting this other question. If you had known of the structures you would have been required to have entered upon; if you or your principals had known the character of these bridges, which you have been required to construct, should you have been disposed to refuse the contract on any terms, on account of their unsafe character? Certainly I should, and it was for that very reason I wrote to the Commissioner of Railways to give notice to Government that they were not safe structures. A. Rhodes,
Esq.
20 April, 1860.
114. You mean to say that it would not answer your purpose to construct any works that would give way afterwards, or which might give rise to accident through the defective character of the works? It is invariably the case when an accident occurs, that it is said, "Oh, the contractor has done so and so." It is not the engineer, but it is the contractor's bad work, although the work is done under the superintendence of those gentlemen.
115. If you had had none of the obstructions which you allege have been placed in your way, by what time could you have finished the railway to Picton? I went through the works carefully the other day, and examined all our ³³gangers as to the speed, and there is one bank near Picton 128,000 yards—that is, half the work had been done in five months—we shall have that done in five months. That was the reason I wrote to the Commissioner if he would allow me a certain way of doing the works I could open the line by September to Picton. But if there are obstructions in every manner and form they will not open it in twelve months—I defy ³⁴it.
116. Have you possession of all the plans and specifications of the work? No, the most important—actually when I started with the works the Engineer-in-Chief mentioned that he was going to have brick piers and ashlar ³⁵ceasing with ³⁶a-timber top for the Menangle viaduct, and when I started to get this done—"Oh, what are you doing this for." I said, "I suppose if these important works are to go on, we must get the material ready." "Your price is too much for this;"—I said, "If I have too much for one thing I have too little for another." Till now we have not that plan. ³⁵ Them.
³⁶ Au iron.
117. You were to have the plans within three months? From the 21st April—that was my contract.
118. Has there been any arrangement entered into between you and the Railway Authorities to give you a day longer for every day you are delayed by them? They wrote that to me, but I did not accept it—I accept the contract.
119. I have heard it stated that on one occasion one of the engineers of the Railway Department in attempting to trace a portion of the line got a considerable distance from the line from imperfect knowledge? ³⁷There is my agent Mr. Durham, and the district engineer, Mr. Mason, between Douglass Park and Picton, lost their way and could not find the pegs. ³⁷ Should not be inserted.
120. Have you often seen the engineers on the line setting out the works? They may have been; but to my own knowledge I never saw an engineer with a level on the line to this day. Our people might have seen them—I never did.
121. Besides these permanent rails and chairs, have you met with other obstructions, or what you consider obstructions, from the Railway Department? The length of the piles have never been given. If you look you will see that they are cut off about two feet from the surface, and that is what ³⁸you will call a great obstruction. ³⁸ I consider.
122. *By Mr. Arnold:* I think you said you arrived here for the purpose of treating with the Government for the construction of railways, on behalf of Peto and Co.? I think so.
123. Previous to your coming to this Colony did you see a schedule of prices in the hands of Peto and Co., that had been received from this Government? That is the document (*exhibiting a schedule previously referred to.*)
124. Did you come here for the purpose of accepting that schedule, or for the purpose of treating with the Government? There is the schedule—"Engineer's schedule of prices for proposed extensions."
125. What I ask is this—Did you come here from Peto and Co., instructed by them to accept that schedule of prices, or to treat with the Government? I came here to examine this schedule of prices, because the Government sent these prices to Peto and Co., and I tendered for the works at those prices.
126. Then you had no unreserved instructions from Messrs. Peto? None whatever.
127. You came, in fact, to treat with the Government on behalf of Peto and Co.? Yes.
128. Do you then consider that, under any circumstances of change that might take place between the time of sending home that schedule and your arrival in the Colony, the Government were bound to conclude an agreement with you on that schedule of prices? There was no change, neither for labor, neither prices, nor anything else, only to suit what a certain thing is, that I will not mention unless you force me to do so.
129. That is not an answer to my question at all. Did you —? If you force me, of course I shall.
130. I ask you this question—Did you consider yourself bound to adhere to that schedule of prices when you came out here? I proposed to the Government, after an agent was sent over with me, to allow me to examine this schedule of prices, and knowing that I could not afford to take one half-penny ³⁹out of these prices; but the Government said, "We will give ³⁹you facilities." ³⁹ or :
131. That is not my question—you appear to be evading the question—supposing when you arrived here you had found that you could not undertake this contract on this schedule of prices except at an obvious loss to Peto & Co., would you have concluded an arrangement on that schedule? I concluded in this manner, with our management, and with knowing what works were, and taking the sections sent to London, and taking the trial sections—there may be a laugh on the part of the Government—I say that that is the proper price.
132. I must have an answer to my question, if you please, before I go on any further. What I want to know is this,—if you had ascertained that the contract could not be taken on

A. Rhodes, Esq. on that schedule of prices except with loss to Peto & Co., would you have accepted the contract on that schedule of prices? I say to the Minister of Public Works that these prices were sent to London—"Engineer's schedule of prices for proposed extensions—Signed, 20 April, 1860. "John Whitton, Engineer-in-Chief."

133. When you are prepared to answer the question I have put I will go on with the examination —.

Mr. Faucett suggested that the question should be put in another form, and then the witness might answer it.

134. *By Mr. Arnold*: What I want to know is this:—Whether, when you came to this Colony, and had investigated the circumstances of the Colony, the price of labor, and the various peculiarities which attended the acceptance of a contract here—with regard to the prices of articles, the price of labor, the formation of the country, and various matters of that kind—whether, when you arrived here, and had ascertained that the contract could not be taken on that schedule of prices except at a loss to Peto & Co., would you have considered that schedule of prices as binding on you? When these prices were sent to London there is not the least doubt but what we had a meeting, Sir Samuel Peto, Brasscy, and Betts, together. On my arrival here, as the Minister for Public Works wants to know, word for word, I will not give it you in half a word—I will give it you in the whole—I asked the Commissioner of Railways to come over with me and look at the lines, and the Engineer-in-Chief; what was their proposal? to drive over a nice carriage to see the roads, not —.

135. That is not an answer —? Well, if I cannot explain matters —.

136. *By Mr. Faucett*: Perhaps you will be kind enough to answer the question I put to you;—When you came here, suppose the Government had determined to bind you, and said you are bound by your contract, would you consider yourself as bound by those terms? I consider —.

137. Say yes or no. You came out from your firm to this Colony, with that paper in your hand in your possession as the proposal from this Government; if the Government had said to you when you arrived here, Mr. Rhodes, that is your contract, we bind you to that —? If they had, I would.

138. Would you have considered yourself bound to it? I would after the information I took.

139. Without any further information—At the first interview between you and Mr. Cowper, supposing Mr. Cowper had said "we consider you bound," would you have said, "I admit I am bound by it?" No.

Mr. Plunkett: Now you can explain.

Mr. Parkes: You can follow your answer of "No" by explaining why you would not consider yourself bound.

The Witness: In taking these prices before me, we considered that the Government sent these prices to us according to the "Engineer's schedule of prices for proposed extensions."

140. *By Mr. Arnold*: After you came here, did I understand you correctly if I understood you to say that the first thing you did was to meet the Members of the Executive Government and the Engineer-in-Chief? Yes.

⁴⁰ Them on.

141. With what purpose? To compliment ⁴⁰ my arrival in the Colony.

142. They thought they had never seen such a Colossus before, perhaps. I understood you to say to the Committee that you met the Members of the Executive Government and the Engineer-in-Chief, with a view to arrange about the prices? Yes.

143. As you met the Members of the Executive Government and the Engineer-in-Chief with the view of arranging what the prices should be, I presume there was no contract, or implied contract, so far as fixing prices, before you came to the Colony? If properly well understood between man and man, there was a contract, on the good faith of the Government, sending for me and my family, and materials, when I left the mother country. But then what was done when I got here?

144. In point of fact, you consider that the Government were bound to you, but you do not consider yourself bound to the Government? I never refused at all.

145. Did you, in arranging prices with the Government afterwards, accept lower terms than those named in the schedule? Well, you see, those clever men, Government, that is to say, the Secretary of Public Works, the Colonial Secretary, the Commissioner, and the Engineer-in-Chief, they got me embodied in a bit of a corner, and I do not hesitate to say that I set these prices in; but I was to have rails and chairs, and every facility that a new Colony could afford, to get on with these works.

146. Have you before you the printed copy of the correspondence which has taken place on the railway contracts? Yes.

147. Will you turn to page 3, please—Did I understand you to say that the schedule, as printed at page 3, is the schedule that was sent home to your Company in London as an indication of the prices that would be given? Certainly, and that was the true and most principal manner of carrying on the works to have given that price.

148. That was sent Home? If I am to believe "Engineer's schedule of prices for proposed extensions."

149. I am referring you now to page 3 of this printed correspondence, in which, I think, you will find a copy of the schedule of prices which you enclosed in your first application to the Government here—Is that a copy of the schedule that was sent Home to your firm? Quite so.

150. Precisely a copy? Yes, according to "Engineer's schedule of prices for proposed extensions."

151. Are the prices affixed to the different items in this schedule precisely the same prices that are affixed to the schedule sent home to your firm? Yes.

152. And, in all respects, it is an exact copy of that schedule? I think so, unless some lawyers or some clever people in the Railway Department could change a few words.

153. At all events you never changed any words? As far as my knowledge goes I think not. As far as my knowledge goes I changed nothing. A. Rhodes,
Esq.
154. You would be a little indignant if any body had changed any words, probably? I never wish to produce any thing but what cannot lie. 20 April, 1860.
155. Will you look at the first item in the schedule as it appears in this correspondence:—“Excavation from cuttings taken to embankments named in the disposal sheet not exceeding half a mile lead, at per cubic yard.” Is that precisely copied from the schedule sent Home to your firm in England? If the Minister of Public Works will allow me to explain to the Committee—
156. I should like to have an answer first—is that precisely copied from the schedule sent Home to your firm in England? “Excavation from cuttings taken to embankments.”
157. Then “named in the disposal sheet not exceeding half a mile lead” was not in your schedule? “Excavation from cuttings taken to embankments, at per cubic yard.”
158. These other words “named in the disposal sheet not exceeding half a mile lead —?” That is the first—you are going to the second question.
159. Were those words in the original schedule sent home to England? No.
160. Do you know by whom they were inserted? “Engineer’s schedule of prices for proposed extensions,” signed “John Whitton, Engineer-in-Chief,” sent to London.
161. Ah no, Mr. Rhodes, I am not going to be bamboozled that way —.
- Mr. Faucett begged that the witness might be allowed to retire for a few minutes.*
(After some discussion with reference to the mode of examination, witness re-introduced.)
- The Chairman of Committees:* Mr. Rhodes, the Committee desire that, in your answers to any questions put by Honourable Members, you will give those answers in as direct and simple a manner as possible, not going into any explanations in doing so, but limiting yourself as much as possible to a simple answer of “Yes” or “No.” The Committee do not desire to limit you so strictly as to prevent your making the necessary explanations after giving direct answers.
162. *By Mr. Arnold:* I called your attention to page 3 of the printed correspondence, in which there is a schedule of prices which you submitted to the Government, together with your letter of 2 April, 1859; I now wish to ask you whether the words “named in the disposal sheet not exceeding half a mile lead” are words that are copied from the schedule of prices sent home to England? No.
163. By whom were they added? When the Government wished me to reduce the prices —
164. By whom were those words added? By the Engineer-in-Chief.
165. In the schedule you sent to the Government? No.
166. I am speaking with regard to this schedule you sent to the Government, which you will find at page 3 of the correspondence. By whom were those words added in the schedule which you sent to the Government? By me.
167. In all other respects, except these words, I think you have already said this is precisely a copy of the schedule that was sent home to your firm in England? Yes.
168. I think you produced a schedule of work in which some words are added in the handwriting of the Engineer-in-Chief? Yes.
169. Are any prices affixed to that schedule? No, but they substantiate what was to be done.
170. When was that schedule given to you? The first of April. Allow me to ask which schedule?
171. Do you now hold in your hand the schedule without any prices attached, in which are some words written in the handwriting of Mr. Whitton? This is the handwriting of Mr. Whitton. This is the schedule I sent to you the day afterwards.
172. I am speaking of the schedule in which there are words added, in the handwriting of Mr. Whitton? There may be a day or two difference, and if I had my diary here I could tell you the day and hour he wrote this.
173. Why were no prices attached to that schedule which is now without prices? When the Government asked me, with the Engineer and Commissioner, when they proposed to me 2s. 7½d., and when Captain Martindale said, “Oh, dear me, it would oblige the Government very much if you could take a penny more off,” the day before that the Engineer-in-Chief wrote this.
174. Are you satisfied that that schedule, without the prices attached, was given you by the Engineer-in-Chief before you sent in the schedule to the Government, which I find at page 3? All that the Engineer-in-Chief gave me was this. It was the Government I treated with, not the Engineer-in-Chief.
175. What I ask you is this; was that given you by the Engineer-in-Chief before you sent in to the Government the schedule contained in your letter of the 2nd April? Yes.
176. Was that schedule of prices that you sent in to the Government accepted? Which prices?
177. The schedule contained in your letter of 2nd April which you sent to the Government? No.
178. Were those words that I have alluded to in the first item objected to by the Government—the words that would limit the leads? What page?
179. Page 3—the first item in the schedule that you sent in to the Government—the words “named in the disposal sheet not exceeding half a mile lead”—were those words objected to by the Government? Yes; but, in answer, I said, I do not care for half a mile, one or two or three hundred yards distance.
180. And in the schedule of prices, accepted and agreed to, both by the Government and yourself, these words were omitted,—were they not?—the limitation to half-mile leads was altogether omitted,—was it not?—page 5? Ah! page 5, of course, subsequent.

- A. Rhodes, Esq.
20 April, 1860.
181. In that schedule accepted, the limitation with regard to leads was omitted? I do not understand if you refer to the schedule of prices I sent in, page number 3, or page number 5; if you will tell me which of them you wish me to answer I shall.
182. I asked you to refer to the schedule at page 5, which is the schedule of prices agreed to between yourself and the Government—Is not this limitation with regard to leads excluded from that schedule. I will put the question in another way—? No, no, I will answer you at once if you will give me time. “Excavation from cuttings taken to embankments,”—certainly no half-mile was put down, but thinking that having this document quashed even any manner of supposition, because you will see in the next price, 2s. 7½d., “Ditto from road approaches taken to embankment, not exceeding a quarter of a mile lead, at per cubic yard,” I think it was quite sufficient.
183. Where the leads are limited to a certain distance, as for instance, half a mile, that is where the contractor is not bound to carry the excavation beyond half a mile at the price named, would it not be usual in a contract to fix on a price where the leads were to exceed half a mile? Yes; but in our contract of 21st April, I never — (*Witness reads from letter dated 21 April, 1859, Agent of Sir S. M. Peto & Co., to Commissioner of Railways.*) “A schedule of prices for all extra work, as far as practicable, is to be prepared at once, and agreed to between us, and any extra work for which the price cannot now be settled is “to be left for future arrangement.”
184. Where do you find that? Contract of 21st April. (*Page 7.*)
185. That refers to all work for which a schedule of prices could not then be prepared—any unanticipated work,—surely that would not refer to the most important item in the whole work of the railway? Yes.
186. You think it would? Yes.
187. You think that would refer not only to all work that was not provided for in the schedule, but to all work that is provided for? If you look at my letter of the 15th April, 1859,—“The whole of the works, of whatever nature and description required in making “the extensions herein named, shall be included in the contract.” That is the Commissioner’s letter.
188. Well, at all events, these are the facts, that in the schedule of prices sent home to England there was no limitation with regard to leads; in the schedule of prices you sent in to the Government there was a limitation with regard to leads, that limitation was objected to by the Government; and in the schedule of prices ultimately agreed to between you and the Government there was no limitation with regard to leads? I cannot understand exactly what you say with regard to that.
189. I understand from what you have already said, that it is the case that in the schedule of prices sent home to England by the Government here, before you arrived in the Colony, there was no limitation with regard to leads? No.
190. In the schedule of prices submitted by you to the Government there was a limitation with regard to leads? By the Engineer-in-Chief.
191. No, by yourself I imagine? What cannot speak cannot lie—(*holding up a paper.*)
192. Can you find me any document written by the Engineer-in-Chief in which there is a limitation with regard to leads, and where the price is put down at 2s. 7½d. a yard or 2s. 9d. a yard? I do not know whether I am to say yes or no to that.
193. Can you find any document of that kind? The document is this.
The Chairman: The witness will have the goodness to give a simple answer of yes or no to the question put to him, and then explain.
Witness: No.
194. *By Mr. Arnold:* Now I will ask you the third question, I understand from you that in the schedule you sent to the Government there was a limitation with regard to leads? Yes.
195. And that limitation was inserted by yourself, and was objected to by the Government? Objected to by the Government, but —.
196. And afterwards, in the schedule of prices which both you and the Government agreed to, was not that limitation omitted? The limitation was that I gave instead of half-mile leads two or three hundred yards extra.
197. Is that inserted in the schedule—is there anything in the schedule about half a mile or any other distance? No.
198. Have you with you there any plan—or I think you call it a disposal sheet—shewing the excavations and what is to be done with them? I have not them here, but can give you them off by heart.
199. Were you furnished with your disposal sheet before you sent in your tender, or afterwards? No, about three months after the contract.
200. About three months after the contract you received the first disposal sheet? Yes.
201. Did you see no disposal sheet before that time? Never.
202. Can you tell me the date of your receipt of the first disposal sheet? Well, I should say about a month behind the contract time, and that is within the limit.
203. A month after accepting the contract? No, a month after the contract time. What I call the contract is the contract of the 21st of April.
204. Then you think you received it about the end of May? Oh, no.
205. Not so soon as that? No, they do not go so quick to work as that.
206. Do you think you received it in June? I have got it somewhere here; if you let me have time I can get it for you.
207. I can get it myself. I do not wish to lead you into any mistake. Of course I can ascertain when the disposal sheet was furnished you? I can safely say I did not get the disposal sheet two months after the contract was signed.
208. You are quite satisfied you had not the disposal sheet in the first week in June? Well, there

- there might have been a certain length, not the whole, according to contract; there might have been a little given.
209. Had you any disposal sheet in the month of June, or by the month of June, which would shew you that the leads proposed by the Government exceeded half a mile? The leads were less than half a mile; I should say a quarter of a mile. What the Government intended to do for themselves was a quarter of a mile, and not half a mile. A. Rhodes,
Esq.
20 April, 1859.
210. When did you first make a complaint to the Government that the leads were longer than you had agreed for? It requires a practical man to examine matters.
211. Are you not a practical man? I am; therefore I looked at these disposal sheets, and went on the ground to examine them, and when I found it was not according to contract I wrote, as for the date —.
212. What I ask is this: when did you first point out that the leads upon the works you were expected to execute would exceed half a mile? It would take me half an hour ^{to hunt} ~~to find the~~ ^{the time up.} ~~the date.~~
213. I will ask you another question: how long, after you ascertained that the leads did exceed half a mile, was it that you made your first complaint to the Government on the subject? If you will wait half an hour I shall find it out.
214. I think you said, in answer to questions of Mr. Parkes, that one of the principal obstructions that have been offered to you by the Government, was the refusal of rails and chairs? There is not the least doubt of it.
215. And I think you also said that, on all other railways which you had superintended, the free use of rails and chairs had been given you? Or else no contractor would be so foolish as to take the works.
216. On these works to which you allude, you understood you were to have rails and chairs, or you would not have accepted the contracts? It was never questioned; it was never said you shall not have rails; rails were sent to you because the engineers knew very well you could not get on with the works without them.
217. Had you an understanding that you were to have rails on these other railways? It was a customary thing.
218. Were you entitled to them by the terms of the contract? The same as I have had here?
219. The same as you have had here? Yes.
220. Did you, in any communications to the Government here, state that you would require the use of rails and chairs in order to carry on the work satisfactorily? If the Minister of Public Works will be kind enough to look at the 19th April, 1859, page 6, paragraph 7,—
“As the work is to be completed by so early a period, and as, in order to accomplish this work, great exertions will have to be made on various portions of the line simultaneously, a great quantity of rails and chairs will be required; and as, by the wording of this clause, the Government only propose to allow me the use of such rails and chairs as can be spared,—in agreeing to this clause, I do so on the assumption that the Government will send for and procure the rails which will be necessary for the line at once, in order that I may have sufficient to proceed with the work. Indeed the Government will require these for the opening of the railway when the works are completed; and would, I presume, as a matter of course, for their own sakes, adopt this suggestion.”
221. Now will you turn to the next letter, page 7, paragraph 4, which is an answer to that letter, and see whether I read correctly. This is a letter from Captain Martindale to Mr. Rhodes. “In reference to the seventh paragraph of your letter the rails, chairs, &c., necessary for the whole of the authorised extensions, have long since been sent for, and these will be in the Colony when required; but as these cannot, as you have already been informed, be permitted to be used for temporary purposes, the progress of the works up to the formation level is in no way dependent on their arrival?” The Government know perfectly well that the rails are not now in the Colony, and will not be in the Colony for six months.
222. Will you explain to me how you construed that reply to your application? On the 21st April, 1859,—“I am to be entitled to all such rails and chairs as may be in possession of the Government, and necessary for carrying on the works, including those which may have been sent for the permanent way, and which may not be required by the Government, upon the terms previously arranged, and subject to my payment for all damage or injury that may be done to them whilst in my occupation.”
223. I ask you this: what construction did you put on this 4th paragraph of Captain Martindale's letter of the 21st April? This is the reply;—this is an answer to it.
224. This is your construction? It is an answer to it.
225. I did not ask you that question? Yes you did, sir.
226. No, I ask what construction you put on the language I have now read—did you understand that to be an assent to your proposal? I answered the Commissioner of Railways; he said so, and I said “I am to be entitled to all such rails and chairs, &c.”
227. What I want to know from you is, whether you understood the 7th paragraph in the Commissioner's letter to be an assent to your proposal, or a refusal? I gave a refusal on the 21st April, 1859,—“I am to be entitled,” &c.
228. Did you understand this paragraph in Captain Martindale's letter —? No.
229. You did not understand it at all? No.
230. Did you understand it to be an assent to your proposal, or a refusal to your proposal? No.
231. It was neither? No, not to assent.
232. Did you understand it as a refusal? No, because my previous letters and my answer. If the Minister will only read the letter of 21st April, 1859, you will find out what I have said, and there you will see —.

- A. Rhodes, Esq.
20 April, 1860.
233. I am coming to that letter directly, and will give you all the benefit of it, if you will only answer this question. I will read the paragraph again (*paragraph 4 of Captain Martindale's letter, previously quoted*) —? I never agreed to that.
234. I do not ask whether you agreed to it at all? No.
235. Did you understand that —? No, I did not understand it; I never agreed to it.
236. Did you understand this paragraph to be a refusal of your application? What I understood was, that I did not agree to it.
237. I do not ask that. Did you understand that Captain Martindale refused to give you the permanent rails for temporary purposes? If I am to read words in a straightforward way, no or yes, he takes upon himself to say so, but it never was so.
238. Well, as I cannot get an answer, I will just ask you once more, because I do not think you will do your case any good by refusing to answer a question. I want to know whether you understand from this paragraph in the letter that Captain Martindale refused to give you permanent rails for temporary purposes? He refuses. You will allow me to explain. In our contract we agreed to give ten per cent. on the value of these rails for temporary purposes—what we call for temporary purposes is a hundred yards from the face, that is, into the cutting, and a hundred yards into the embankment. It may be, certainly, that people have a manner of expressing temporary things in permanent ways. I have heard people say temporary work, and seen plenty of buildings in the Colony called temporary and permanent. I consider a railway is never permanent till it is open for seven years, till the works are consolidated; and I must say, if these rails were for a few months over these lines they are not temporary, they are permanent; however, the purport and meaning of temporary rails are this:—The first year that a railway is opened all the embankments settle for a seventh, that is to say, if the embankments are seven yards deep they settle down—all embankments. Now, in carrying on the works, they settle nothing like it, therefore the rails are improving instead of deteriorating.
239. With regard to all the rails you were to have from the Government,—did you not agree to pay ten per cent. on their value for the use of them? Yes.
240. And to replace all damage done? Yes.
241. And to pay the carriage? No.
242. Have you not paid the carriage of the rails you have had for temporary use? No.
243. That is one of the matters in dispute then, is it. At all events, you agreed to pay ten per cent. on the value of the rails supplied to you, and to repair any damage you did to them? Yes.
244. After this refusal contained in the 4th paragraph of Captain Martindale's letter of the 21st April, you continued to be dissatisfied with these rails being refused to you,—I think you say—you continued dissatisfied with the refusal of Captain Martindale to supply you with rails? Yes.
245. What did you do then? If you will look at the letter of the 15th April, 1859, —.
246. That is of a prior date. I want to know, after you received the letter from Captain Martindale on the 21st April, what did you do—did you not see the Minister for Public Works, after this letter of 21st April, on the same day? I have seen the Minister many times.
247. Did you not see the Minister that day? On the 21st of April, I did.
248. Will you look to your letter of 21st April, page 7, and say whether that letter was not written after you received Captain Martindale's letter, and after you saw the Minister? We got the letter of 21st April, 1859. Certainly that was the letter. I said, I had better go and see my solicitor, the only chance I have got now is to go Home.
249. At all events, then, you wrote that letter after receiving Captain Martindale's? My letter of 21st April was in answer to Captain Martindale's of 21st April.
250. And in that letter you say, "I am to be entitled to all such rails and chairs," &c. (*See quotation above.*) That was the paragraph in that letter to reply to Captain Martindale? Yes.
251. Did you receive from the Government any assent or refusal? With this document of 21st April, 1859, the Secretary for Lands and Works attached a document to [the letter of] the Commissioner of Railways, which we have, that he would be rather astonished if the conclusion with Peto and Co. had not been finally discussed, with the exception of the time for plans and sections.
252. After you wrote that letter to Captain Martindale did you not receive this letter from Captain Martindale, dated 23rd April? Yes.
253. In which he says, "I have laid before the Government your letter of the 21st instant, and I am directed to reply that the Government have no objection to make to the terms as named therein, with the exception of those contained in the 4th paragraph of your letter, to which the Government cannot accede; but they are prepared, as you have already been informed, to render you such facilities as they can?" Yes.
254. Did you understand that to be a refusal to concede to you these rails for temporary purposes? Certainly not.
255. Did you, in reply to that letter, write this letter on the same date:—"Sir, I have the honor to acknowledge the receipt of your letter of to-day's date, and I beg, in reply, to state that I agree to the fourth paragraph of my letter of the 21st instant being excepted from the terms thereof, and that I am willing to rely upon the assurance which you mention to me,—that the Government is prepared to render such facilities as they can in reference to the matters to which such 4th paragraph relates?" Yes. Will you allow me to explain something after that. I do not consider that the Government was giving facilities to Peto, Brassey, and Betts, when they had got rails lying at Darling Harbor, and which they only delivered since January of this year. I do not consider that was giving facilities to the contractor,

tractor, nor do I consider they are doing so to this day, when I could put 300 men on the works, and try to the utmost of my power to open the Southern Line by September, while there are 10,000 rails lying now at the station, which would be better in use than lying there rusting. Can any one say it is not obvious to see, when you expend such an amount of money on these public works, and interest lying idle, as well as contractor's interest, that it is a dead sum of money. Why not give every facility? What benefit have we to ask for rails if we do not want them, when we are paying ten per cent. for them, and then pay for all damaged?

256. At all events, whether the Government came to a judicious determination or not, I understood you to say you were aware they refused to give you permanent rails for temporary use? Never.

257. You did not understand that? Certainly not. They were to give every facility.

258. Why then did you give up that agreement? Could I force him to give me rails that he had not got, when he said he had not rails in the Colony.

259. The Commissioner says in the paragraph I read that these rails, as you had already been informed, would not be permitted to be used for temporary purposes, and, therefore, the progress of your work to formation level was in no way dependent on their arrival? Then where was the facility?

260. Had you no rails given to you by the Government? A few.

261. How many? About what would do one cutting.

262. How many miles of railway have you? I have got 10½ miles of railway.

263. Altogether? Altogether for 30 miles.

264. How much have you in your contract? 30 miles.

265. How many miles of rails have you? 10½ miles.

266. Can you tell me what rails you had unemployed on various dates between the beginning of last December and the present time—have you any means of informing yourself? It is a question only a practical man can answer; I cannot say yes or no to it, because we use them as we are going along with the works.

267. On the first of January of this year had you any rails lying idle? Certainly I had, and a very good thing for me, for the roads have been so bad that we could not put a bullock on the road these last six weeks.

268. How many rails had you lying idle on the first of January? I dare say about three miles.

269. Have these since been used? Yes, and there is not one lying idle now. The Commissioner and the Engineer-in-Chief went over with me last Saturday, and I asked them to see those rails that were lying idle, and they could not see one.

270. How many had you on the 7th April? You might as well ask me what head I have; I only manage the works in such a style that the men are always kept at work.

271. Had you any rails lying idle on the 7th April? There might be a few.

272. Do you think you had three miles lying idle on the 7th April? I think not.

273. Between the beginning of December and the 7th of April, while you had these rails lying idle to the extent of three miles occasionally, according to your own admission, were you making application to the Government for more rails? Yes, and very proper indeed; if I had not rails in stock to keep the work going on, it is not to run after letters and red tape that I should get the rails.

274. That is the fact, that while you had three miles of rails lying idle you asked for more? If you will allow me to give an answer —

275. I should like an answer first to my question? Yes, we had; but these three miles were not the half, or the tenth part we required. I have got three cuttings now standing idle for want of rails, and the works are suffering. It is not by letter-writing, and red tape, and annoying people, that these works can be carried on.

276. Are you aware that there is any other contractor going on with railway works besides yourself? Mr. Gibbons has carried on works, but he is behind. He was to have opened in October, but it is not opened now to Parramatta, and that is only a mile and a quarter.

277. Can you tell me what proportion of rails Mr. Gibbons has to the quantity of work he has in hand? Considering that he is carrying on the works in such a slow and impracticable manner, if he had only half a mile it would be quite sufficient.

278. Do you think he has more? Yes.

279. How much? About a mile.

280. How many miles of railway has he made? He has made 8 miles, not finished.

281. And he has had something less than a mile of rails? He ought to have opened last October.

282. By what date ought your contract to be finished? If we ~~did not~~ want to take any advantage of our contract—according to the contract of the 21st April, we have from this day, and until we get our plan of the Menangle viaduct, twenty-three months. ^{**Should not be inserted.}

283. *By Mr. Parkes:* Will you explain what you mean by that? Of the Menangle viaduct, which is one of the largest and most important of all the works on the Southern Railway, I have not, I will assure you, gentlemen, the slightest idea of what it is to be—no idea whatever whether it is to be a wooden bridge, a brick bridge, a stone bridge, an iron top or a timber top.

284. You have twenty-three months from the time you get the last of your plans? Yes.

285. *By Mr. Arnold:* That is your agreement? Yes.

286. Will you shew it me in the correspondence? 21st April, 1859, if you will just read number 3.

287. Where do you find that in the correspondence? Number 3, page number 7, April 21, 1859.

288. Will you please to read it, or shall I read it for you—"21st April, 1859," letter

A. Rhodes,
Esq.
20 April, 1860.

- A. Rhodes, Esq. letter signed "A. Rhodes." — "The time for the completion of the contract is settled at twenty-six months from this date"? Yes, "the Government undertaking to deliver over immediately the five miles Menangle Extension, to furnish us with plans, and put us in possession of fifteen continuous miles of railway within two months, and the plans and lines for the remainder of the contract within three months."
- 20 April, 1860.
289. Now I think you have already said, in explaining how it is that Mr. Gibbons could do with so small a portion of rails for his contract, that he was bound to have it concluded by October—that you are certain about? Yes.
290. You are aware that he has not yet nearly finished? Yes.
291. Both these things you are sure about? Yes.
292. Is Mr. Willcox engaged by the same firm as yourself? I believe I was empowered to treat for the whole three lines, and I have done so.
293. Is Mr. Willcox superintending the Northern Line, or is it still part of your contract—are you at the present moment contractor for the Northern Line? Yes.
294. That contract has never been transferred to any one else? If the Government had looked into the documents, perhaps they would have found out a little flaw in all they have done.
295. I should like to have from you a plain answer to the question—have you transferred the contract which you say you made with regard to the Northern Line to any other person? No.
296. You are still contractor? Yes.
297. And have control of the works? Yes, excepting what Government has taken out of my power.
298. You have said you never authorised the Government to recognise any other person as the contractor? No.
299. Then you are at the present moment, and always have been, contractor for the Northern Line? Yes.
300. Will you please tell the Committee what is the length of your contract on the Northern Line? 23 miles.
301. What proportion of rails have you there? About $4\frac{1}{2}$ miles.
302. Have you gone on with the contract there? It is done in a different style altogether. It is not to be done for twelve months after what I have told you.
303. At all events Mr. Willcox has $4\frac{1}{2}$ miles of rails for 23 miles, while you have $10\frac{1}{4}$ miles for 30 miles? Because one is to be done twelve months after the other, which makes all the difference.
304. Can you point out to me anything in the correspondence which shews this difference of time between the contract completion of the Northern and Southern Lines? The Northern Line was delivered over on the fifteenth of September, and now the line is not all "divulged at this very moment."
305. You told me you had a year longer to complete the Northern Line than to complete the Southern Line? No.
306. Then I misunderstood you. You said, at all events, there was a difference of time given for the completion of the Northern Line and the Southern Line? What I said was this: you asked me what was the reason we had so many rails on the Southern Line, and I said we would open twelve months before the Northern Line, and what I say and maintain it now is, that if we had to deal with practical men who knew their business, the Southern Line and the Western Line could be open within seven months, and no difficulty about it.
307. You have already told us you have twenty-six months for the Southern Line, how long have you for the completion of the Northern Line from the date of the acceptance of the contract? Twenty-three months from the date we have the plans.
308. What is the difference between the two? Because it is the same contract.
309. I understood you to say there was a difference in the time? Not a bit of it.
310. Is there any difference, or is there not? Not in the least.
311. No difference in the time? No, the time they have on the Northern Line I have for the Southern Line; I took the contract for each, twenty-three months from the time we get the plans.
312. Then it cannot be urged that a difference in the time for completing the contract renders it necessary that you should have more rails for one than the other? If the Minister of Public Works will allow me to explain I will shew the difference at once. In some lines the works are more difficult than in others; that is the reason we want more rails for one line than the other.
313. At all events you have told us you are contractor for the Northern Line, and have never recognised the transfer of the contract to Mr. Willcox? No.
314. Will you please turn to the ninth page of the correspondence and explain how you understand this paragraph of Captain Martindale's communication to you of the 10th of June:—"These prices"—it is referring to a schedule of prices—"are for the Southern and Western Lines only, as I am informed that Mr. Willcox is desirous to settle himself such terms as have not already been agreed to by you for the Northern Line"? That was the Railway Department, not mine. Look at my power of attorney and you will see different. If the Government and the Railway Department take this matter in their own hands, let them suffer for it.
315. You say you have a power of attorney to act for Peto and Co.? Yes, for all New South Wales.
316. Has Mr. Willcox no power of attorney? Certainly not. The Railway Department recognised it; it was not for me, as a colleague, to go and say no.
317. Has Mr. Willcox been in the habit of treating with the Government, and receiving payments

- payments from the Government on account of the Northern Railway? Because the Government acknowledged him, and they had no right to do so. A. Rhodes, Esq.
318. Did you protest against it? No, it was not my duty.
319. You thought it a matter of perfect indifference that a person, who, according to your statement, had no right to do so, should receive payments, and make arrangements with the Government, on behalf of Messrs. Peto and Company, for whom you are agent? With a strong firm like the the Railway Department, of course not. 20 April, 1860.
320. Can you tell me what quantity of cubic yards of earthwork are in your contract? I believe I can.
321. Excluding the Northern contract? I believe I can. I have got 230,000 yards in the Western Line, and I have done more than 200,000 yards there, and there is very little to do to finish there, with all this trouble. There are 800,000 yards on the Southern Line, and I have got nearly half done in that. There are 200,000 yards, nearly, of rock, of which I will shew a specimen to any one to look at. (*Lifting the piece of rock previously exhibited.*) I have done one-half of that.
322. Have you, altogether, upwards of a million of cubic yards of excavation? Yes, a million and one hundred thousand.
323. What is the quantity that has been certified for by the Government Engineer up to this time? I have not got it yard by yard, but by memory there are 70,000 yards of rock that I have cut, and which I have measured carefully, that the Government Railway Department does not credit me for. I made out a bill the other day to shew them I was minus according to contract nearly £5,000; and according to what they ought to have given me, by delays, it would be something like £15,000 they owe me.
324. I do not ask any question about that. You said that you have upwards of one million yards of excavation, how much of that has the Government engineer certified for up to this time? I can assure you I am minus £5,000 according to contract, and by keeping me back with plans nearly £10,000 more.
325. Do you know how much the Government engineer has certified for? I should say I do, but I have not got it here.
326. You refuse to answer that question? No, I do not; I do not know exactly now.
327. Is not the quantity he has certified for exactly 325,000 yards? I say it is more—double.
328. And you can produce the certificates? I will try.
329. You are satisfied it is double 325,000 yards, and will produce the certificates? Yes; I will try. I will get professional men.
330. Professional men will not make the certificate larger or smaller? There are always professional men in this country; there is not one or two, there are a dozen.
331. Now, one of your objections to what has been done by the Government, is that some of the excavation has been allowed as earthwork which you claim as rock—is that one of your grievances? Yes.
332. Was it part of your agreement that shale should be charged as earth? No.
333. Have you had an opportunity of seeing the excavations that have been made on other railways besides yours? Yes.
334. And which have been accounted for by the Government as earth to the contractors? No, I have not seen the account; I have seen the work, but not the account.
335. Do you know that shale has been charged by Mr. Gibbons, for instance, as earth in his accounts? I know nothing at all about Mr. Gibbons' affairs.
336. Do you know that it has by Mr. Willcox? Mr. Willcox went over with me the other day and said that he was paid rock for this very work.
337. That looks very like rock to me—(*referring to the specimen produced*)—but I do not allude to that; I do not call that shale; I ask you whether it is not the agreement that you should be paid for shale as earth? Shale is rock; soft shale is not rock; hard shale is rock.
338. That was your agreement with the Government? My agreement with the Government was "Excavation from cutting taken to embankment at per cubic yard, 2s. 7½d.;" "ditto if rock—"
339. I think you said that one of your complaints was that Government designed to construct a work between Campbelltown and Camden, a viaduct which you do not think sufficiently strong? Yes.
340. And you propose to substitute brick culverts? What I substituted was this, that where it was requested to have permanent brickwork we should give you permanent work, that is, brickwork instead of timber in that particular place—the viaduct one in seventy incline—but that does not say all the way through.
341. You desired to substitute brick culverts for wood? No; for that identical place, that is one in seventy.
342. That is the place I am speaking of? You say all viaducts, I say for that one a culvert is quite sufficient.
343. I asked you about the proposed viaduct between Menangle and Camden? At 23 miles 65 chains.
344. That is the place I mean; where the viaduct is 298 feet 9 inches long, and 11 feet 6 inches wide—is that the place? Yes.
345. Where the viaduct is to be supported by three little props? Yes.
346. You say it is on a decline of one in seventy, and has a curve at one end? Yes.
347. And you think this would be a dangerous place for railway carriages to pass? As far as my knowledge goes from what I have seen on other works, I think so.
348. Did you ever see a construction of the same kind used for railway purposes? Yes.
- 349.

A. Rhodes, Esq. 349. Where? On the Paris and Rouen Railway.
 350. Was it the one that broke down? No; it was like all the bridges you have in the Colony, a little shaky.
 20 April, 1860. 351. Was that one you built? I do not say I built it any more than I built the other.
 (The witness was ordered to withdraw, and to attend again on Tuesday next.)

APPENDIX.

I.

(Confidential.)

ENGINEER'S SCHEDULE OF PRICES FOR PROPOSED EXTENSIONS.

FORM OF TENDER.

Date, 18 .

I HEREBY propose to execute the whole of the _____ required in the construction of that portion of the Great _____ Railway, comprised in Contract No. _____, commencing at or near to _____ and being a length of _____, or thereabouts, in strict accordance with the plans and specification, at the following prices:—

	£	s.	d.
Excavation from cuttings taken to embankment, @ $\frac{3}{4}$ cubic yard	0	2	9
Ditto from road approaches taken to embankment, not exceeding $\frac{1}{4}$ of a mile lead.....	0	2	6
Ditto from side cuttings to embankments not exceeding 3 runs	0	1	9
Ditto extra for an additional run.....	0	0	3
Ditto from side ditches, including forming of mound alongside the ditch ..	0	2	0
Ditto if rock, taken to embankment	0	5	6
Brickwork, in mortar, to piers to bridges, wing walls, foundations, &c.....	3	0	0
Ditto in cement to do.	3	5	0
Ditto in mortar to culverts all sizes	3	0	0
Ditto in cement to do.	3	5	0
Excavation in foundations to bridge, culverts, &c.	0	2	6
Ditto if rock, to do.....	0	4	0
Timber (ironbark) in bridges, including the fixing of all ironwork at per } hewn	0	4	6
cubic foot	0	6	0
Ironwork, including bolts, nuts, and straps, at per lb.	0	0	6

The prices in the preceding schedule include all labor, materials, scaffolding, and workmanship of every kind necessary for the full and perfect completion of the works, and to the entire satisfaction of the Engineer-in-Chief.

JOHN WHITTON,
 Engineer-in-Chief.

II.

GREAT RAILWAY.

EXTENSION

Date, 18 .

FORM OF TENDER.

I HEREBY propose to execute the whole of the _____ required in the construction of that portion of the Great _____ Railway comprised in Contract No. _____; commencing at or near to _____ and being a length of _____, or thereabouts, in strict accordance with the plans and specifications, at the following prices:—

	£	s.	d.
Excavation from cuttings to embankments, named in disposal sheet, not exceeding $\frac{1}{2}$ mile lead, at per cubic yard
Ditto from road approaches taken to embankment, not exceeding $\frac{1}{4}$ mile lead, at per cubic yard
Ditto from side cuttings to embankment, not exceeding 3 runs, at per cubic yard
Ditto extra for any additional run, at per cubic yard..
Ditto from side ditches, including forming of mound alongside the ditch, at per cubic yard
Ditto if rock, taken to embankment, not exceeding $\frac{1}{2}$ mile lead, at per cubic yard..
Brickwork, in mortar to piers to bridges, wing walls, foundations, &c., at per cubic yard
Ditto in cement to do., at per cubic yard
Ditto in mortar to culverts, all sizes, at per cubic yard
Ditto in cement to do., at per cubic yard..
Excavation in foundations to bridges, culverts, &c., at per cubic yard
Ditto if rock, to do., at per cubic yard
Timber (ironbark) in bridges, including the fixing of all ironwork, at per cubic foot
Ditto do., sawn, at per cubic foot
Laying permanent way, single line, including the carriage of all materials, at per yard
Broken sandstone ballast to a cube of not more than 2 inches, at per cubic cubic foot
Ironwork, including bolts, nuts, and straps, at per lb.

The prices in the preceding schedule include all labor, materials, scaffolding, and workmanship of every kind necessary for the full and perfect completion of the works, and to the entire satisfaction of the Engineer-in-Chief.

(Name)
 (Address)

To the Railway Commissioner.

III.

III.

(Copy.)

Paris, 17 November, 1859.

A. Rhodes,
Esq.

20 April, 1860.

DEAR SIR,

In reply to your favor of the 13th September, we regret to find, from the correspondence that has passed between Mr. Rhodes and yourself, a difficulty arises as to the use of the permanent rails for the general execution of the work of the line.

It happens unfortunately that, owing to our absence from London, we have not the provisional agreement entered into with Mr. Gabrielli, on behalf of Sir S. M. Peto, and the Government, for the execution of these works, but we are under the firm impression that one of its conditions was, that we should have the use of the *Permanent Rails* for the execution of the works (as is the case invariably in France under every Engineer, and in England on all the contracts we have executed under the late Mr. Stephenson, Mr. Locke, and Sir Wm. Cubitt), if it had not been so we would never have thought of sending Agents to Australia, and much less send 500 wagons, and all their accompanying materials, without rails.

'Tis self-evident that, if we are to be of any use in the Colony in the construction of its Railways, it can only be by the free use of wagons when advisable, this cannot of course be done without rails, and to send rails from England of any other form than is adopted for the permanent way is clearly undesirable, and, therefore, it appears to us that the difficulty may be removed by our arranging to supply the permanent rails, &c., at the price they would cost you, throwing upon us whatever loss may be sustained by the use of them in executing the works.

If this or some other arrangement cannot be entered into, we feel we are placed in a difficulty which upsets all our arrangements and calculations, and from which it is difficult to see how to extricate ourselves, unless by cancelling the contract—which we are quite prepared to do if the Government would like such an arrangement.

It is very grievous, and very disappointing to us to note the correspondence that you have sent over, and we are now prepared to take any course that may be desirable to remove the difficulty which we assuredly should never have got into if we had not been under the impression at least that we should have had tendered to us the free use of the rails for executing the works, and every reasonable facility that could be afforded.

Yours truly,

THOS. BRASSEY.

John Whitton, Esq., C. E.,
Engineer-in-Chief.

B.

TUESDAY, 24 APRIL, 1860.

Alexander Rhodes, Esquire, further examined, as follows:—

352. *By Mr. Arnold:* I understood you, when you were before examined, to make some objection to the plan upon which it is proposed by the Government engineer to construct part of the railway works, upon the ground that it will be insufficient and unsafe for the traffic? Yes.

353. Have you any objection upon that ground to any other parts of the works except the proposed wooden bridge at Menangle? Yes.

354. But you have spoken of this proposed viaduct between Campbelltown and Camden as peculiarly unsafe? Between Campbelltown and Menangle.

355. Is that the place of the 26 miles — ? 23 miles 60 chains.

356. Is that generally known as the Glenlee viaduct? It is a wooden viaduct.

357. Is it known as the Glenlee — ?

358. *By Mr. Parkes:* Is it near Glenlee? Near Glenlee.

359. This side of Glenlee House? Yes.

360. *By Mr. Arnold:* In what respect do you consider the construction of that viaduct is defective? I consider that on a viaduct with piles of an average height of 31 feet 6 inches, with a width on the top of the level of 11 feet 6 inches, on a decline of one in seventy, with a slight curve at the end, with the oscillation of a train of thirty to forty tons weight, and from thirty to forty carriages, would shake the bridge considerably.

361. Do I understand you to say the oscillation of a train passing over this bridge is sufficient to throw it over the rails? I say it would be dangerous.

362. That would be the danger—the throwing it off the rails? Yes, I think so.

363. You spoke of the danger being very great on a dark night, especially if it were wet—will you explain why it is more dangerous on a dark night, if wet, than at any other time? Because the engineers could see where they were and shut the steam off. They would not go so quick down an incline of one in seventy.

364. They would not go so quick? Generally they do not; in general an engine runs down at the rate of forty or fifty miles an incline of one in seventy, without steam.

365. Have you ever seen wooden viaducts used upon railway works either in England or Europe? Yes.

366. Of what timber were those viaducts constructed? Of different timber; Baltic in general.

367. Were the viaducts you have known in European countries constructed on piles? Those that I have seen were generally about the same height as this wooden viaduct is to be built, but made for a double and not a single line. I never saw one of such a height built for a single line.

368. What is the usual rate of travelling on the railway in England? Generally about twenty-five to thirty miles an hour, and an express train forty-five.

515—C

369.

A. Rhodes,
Esq.

24 April, 1860.

- A. Rhodes,
Esq.
24 April, 1860.
369. From twenty-five to forty-five is the usual rate of travelling? From twenty-five to thirty, or thirty-five; it depends upon the length of the line and where the stations are.
370. What is the usual rate of travelling on the railways here? I believe it is fourteen miles between Sydney and Parramatta, and the train takes about an hour.
371. It travels about fourteen miles an hour, that includes stoppages I suppose? Yes.
372. Therefore the rate of travelling would be greater? Yes, because I reckon five minutes for stoppage at each station.
373. Did you ever know any viaducts constructed of timber to be erected by the firm with which you are connected, Messrs. Peto and Co., in Europe? I never saw a timber bridge constructed by our Company, with the exception of one, and that was condemned—the other bridges over the Seine had stone piers and wooden tops.
374. You never saw any wooden bridges or viaducts constructed of timber in England for railway works? Yes.
375. Were they ever constructed by Peto and Co. on their railway works? They have so many contracts, but I have never been on one where they have.
376. Have you been on the line from Oxford to Worcester? No.
377. Was that line constructed by Peto and Co.? I do not know. I have heard that it was, but I do not know.
378. What length of time is a viaduct constructed of the timber made use of in Europe calculated to last in an European climate? It depends entirely upon the design. I cannot say; some more, some less.
379. Have you had any means of ascertaining the comparative durability of different timbers? Yes.
380. Of Australian timbers? Yes.
381. What length of time do you believe sound ironbark in such situations as the railway viaduct are calculated to last, twelve inches by twelve? Perhaps if put under the ground I believe, what with the white ant and the atmosphere, it will not last above from ten to twelve years; above the surface, fifteen.
382. How long will European timber last? Eight to ten years.
383. Did you ever know a viaduct on an English railway to be constructed at a point where a decline took place and where there was a curve? Never.
384. Do you feel satisfied that there is a general rule against permitting any decline at a bridge or viaduct? A very wrong principle.
385. And that such a curve as there is in this line would be considered very objectionable? And an incline of one in seventy.
386. I think I gather from your correspondence, that in the mode in which the contract is being carried out by the Government with you there would be a loss to Messrs. Peto and Co. upon many parts of the contract? No.
387. For instance, if the Government insisted upon paying for the rock you produced as earthwork, I think you say that would result in loss to Messrs. Peto and Co.? There would be a loss if we were paid according to what is certified.
388. Have you any objection to state what your interest in this contract is? I consider that the letter written by myself to the Commissioner, of 21st April, 1859, consists of the contract.
389. That is not exactly the question I was wishing answered. What I want to know from you is—if you are willing to answer the question—what is your interest in the contract that exists between Sir Morton Peto and the Government—your personal interest? I have a salary, and an interest in the profits.
390. Whether Sir Samuel Peto and Co. and yourself are in point of fact joint contractors—are you a partner in the contract? No.
391. Have Peto and Co. complete control of this contract? After they have arranged with me they have, not before.
392. Then so far as the Government are concerned you do not admit that Peto and Co. have complete control of the contract? Supposing Peto and Co. say to the Government, “We are willing to throw up the contract,” and the Government say, “Very well, “we consider the contract is at an end,” would you feel you had any right to step in and say, “I have an interest in the contract, and insist upon going on?” I should say they have no right to throw up the contract without consulting me.
393. Then, in addition to the remuneration that you receive from the firm by way of salary, your further remuneration depends upon the profit from the works—you do not receive a commission upon the amount expended? I believe this is a private affair between Sir Samuel Peto and myself which ought not to be divulged unless I am obliged.
394. I ask you whether you are willing to answer the question? I believe it is a private affair between myself and the contractors which does not interfere with the contract.
395. Can you tell us what would be the comparative cost of brick piers and timber piles for this work at Glenlee? I do not think there would be much difference.
396. Have you made a calculation? Yes.
397. What would be the quantity of brickwork—supposing we take one pier—what would be the quantity of brickwork in one pier of this bridge? I cannot say exactly what one pier would cost, but I can tell what the difference would be of making solid work and temporary work—what the price would be.
398. Can you not tell what the cost of one would be on account of not knowing the depth of foundation? No; I can tell what the foundation would be exactly.
399. I think one of the objections you made to the Government was that they required you to drive piles without giving you any specified length? No, that was not it.
400. Did you not require the Government to give you the length of the piles—and was it not one of your complaints that you did not receive it? Yes.

401. Then I presume you had some difficulty in determining what the length of the piles should be? Government found difficulty, I found none. A. Rhodes,
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402. If you found no difficulty, perhaps the best way was to leave the matter in your hands—I think you said the ground is soft and spongy, and therefore you might drive the piles out of sight—did you not say so? No, never. 27 April, 1860.
403. I understood you to say that the ground was so very soft that you might drive them—? Never.
404. What length would they require to be under ground? In that particular viaduct I do not think above ten to twenty feet. It depends entirely upon the nature of the ground.
405. About twenty feet under ground? In some parts.
406. Have you any estimate with you of the cost of this structure in wood and in brick? One is about £1,500 in timber, and making it with brick piers and timber tops, and making the viaduct a little shorter by embankment would come to about the same money.
407. Making it shorter! Would not that involve an additional expenditure upon the railway works which would otherwise be occupied by the viaduct? No.
408. Would not the embankment have to be filled up? Yes.
409. You would not do that for nothing? I have offered to do it.
410. What quantity of brickwork would there be in a single pier of this viaduct? I have not that off my memory, but it is very easy to ascertain.
411. Do you know sufficiently of the matter to know whether this is a tolerably correct estimate I am about to read. This is the estimated cost of a brick pier—"20 cubic yards "excavation"? Wrong.
412. Would you think there would not be so much excavation? Not above twenty yards.
413. Would any concrete be required in this foundation? None whatever.
414. Do I understand you that the earth here is of such a character as to make a solid foundation for a railway viaduct? The foundation is perfectly good a yard below the surface.
415. I understood you to say that the earth was so spongy that you could drive the piles anywhere? No.
416. Would a single pier measure about seventy-two cubic yards? Forty-seven yards.
417. Then seventy-two cubic yards is an extravagant estimate;—What quantity of timber would be consumed on the necessary wall-plates and other parts of the structure that would require to be in timber, piles, planking, and things of that sort, supposing it was made of brick? I do not exactly understand—do you mean the piles or the platform?
418. I mean the superstructure upon the piers? It would be a little more than the present measurement, because I should strut it from the brick piers up to the longitudinal beams between the two piers.
419. Can you say what the cost of a pier, in brickwork, would be, for the pier to be completed? I went into the calculation about seven months ago, and I offered to build brick piers and timber tops, to shorten the viaduct, and make the embankment on both sides for the same cost.
420. What was the difficulty then in accepting your offer? I think it was, they wanted me to give designs, and then when I gave designs they refused them; I think that was the difficulty.
421. Was there any difference between yourself and the Government as to the proper price for iron-girders? The Engineer-in-Chief refused to give the price, but I do not think the Government did.
422. The Engineer-in-Chief would not recommend your plan, or at all events objected to the price named in your plan for the iron girders—was not that the case? He did, but the Commissioner did not.
423. What would have been the price paid for iron girders? 6½d.
424. What would be the price of ironwork of that kind lauded in this Colony—at what price could it be obtained? I have never asked what the price would be. I looked at the schedule of prices and nothing else. Whether below price or too much I kept to the schedule of prices.
425. I gather from what you say that you cannot state in figures what was the difference of prices in the two modes of structure, brick and wood; but that you think they would be about alike? No, they would not be alike.
426. I thought you said the cost of timber piers would be as great as the cost of brick piers? We are going upon a different question altogether—this viaduct—an iron girder bridge was never mentioned.
427. I am now speaking about the comparative price of piers—you are not prepared to state what the amount would be, but you think the amount would be equally as great for a timber as for a brick structure? Yes.
428. In point of fact, the profit to the contractor upon the brick and upon the wooden structure would have been nearly alike? The same, as near as possible.
429. Then you have no motive from regard to your own pecuniary interest in promoting one over the other? Nothing, but to do solid work.
430. You were influenced by the higher motive you describe—? No, not in that viaduct.
431. Will you be good enough to state in what viaduct it was—in the construction of what viaduct it was that the higher motive operated? Are we on the one thing?
432. I wish to know on which viaduct this higher motive influenced you? The Menangle viaduct, which is a different bridge from the one in question.
433. In what way do you pay your sub-contractors—do you pay them by piece or by day-work? Of late all day-work, as near as possible. Since the rush to the gold-diggings I have paid them day-work.
- 434.

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434. Did you formerly pay them piece-work—did you pay them, I mean, in the same way as you were paid by Government—per cubic foot for timber, and per cubic yard for stonework? For timber we paid by the cubic foot.
435. Have you any objection to state at what price you can get the contract in timber done? I believe the Government paid 3s. a foot—I have paid less, and I have paid more.
436. Could you have got any sub-contractor or contractors to take timber-work from you, leaving a profit to yourself? It depends entirely upon the times; I may have, or I may not.
437. Are you not satisfied that you could have, or are you satisfied that you could have? It depends entirely upon the labor.
438. Have you any memorandum there of any particular prices you have paid to sub-contractors for timber-work? No, but I can tell you—I have had offers from 2s. 6d. to 3s. 6d.
439. Then if you have an equal quantity done at 2s. 6d. and at 3s. 6d., and you have 3s. from the Government, there is no profit left for the contractors? I think there is no loss—I think there is a fair profit.
440. Then do I understand from you that your contract for timber-work would neither result in loss or profit to the contractor? With one and the other we do not complain. At some places we have low prices, and in others good prices.
441. I am speaking of the timber-work? It is not a good price, it is a price that we do not complain of. I should have preferred a better price certainly.
442. In some works you lose, in others you gain? Yes.
443. Upon the whole is there a considerable balance of profit beyond the losses on the timber-work? We do not complain.
444. About the brickwork—at what price have you been getting brickwork done? At £2 15s. in cement, according to my agent's certificate.
445. £2 15s. is what you paid? That is what it has come to.
446. What do you get from Government? £3.
447. Did you ever have any correspondence with the contractor upon another line—I think Gibbons is the name;—are there contractors of the name of Gibbons and Bryant—is there a contractor of the name of Bryant? Yes.
448. A bricklayer or mason? Yes.
449. Did you ever have any negotiations with Mr. Bryant? Yes.
450. Did he ever make any offer to take the brickwork contract off your hands? Yes.
451. At what price? Two guineas, but in mortar not in cement.
452. What is the price you get in mortar? £2 15s.
453. That would be a profit of 13s. a yard—did you accept his offer? No; because if you will allow me to explain, every contractor that has given me a tender is in debt now. I can get plenty to give me a price, but they never fulfil their contracts.
454. Was that the only reason for your refusing the offer? Yes.
455. If he would have taken it and given you security you would have taken it? I did not feel myself justified in the position I was in, to give or let the works out in that manner.
456. What quantity of brickwork have you upon this line? I really cannot tell you, as the plans were altered about a month ago from five feet culverts to ten feet—therefore I cannot give you the exact amount; I never got the quantity from the Railway Department.
457. Can you tell nearly what quantity—can you give us an approximate estimate of the quantity of brickwork? I have no idea. Where Bryant gave me to understand he would do this brickwork—between Campbelltown and Menangle—there was nothing of it, only a few culverts.
458. Did you ever make an objection in reply to the offer that was made by Messrs. Gibbons and Bryant, that the price at which they offered to do the work was too high? None that I remember.
459. Had you a correspondence with them? I believe I wrote to Mr. Bryant to go down and look at it; if the Government altered the wooden bridges into brick bridges I should like to know at what price he would do it, and I had a letter from him.
460. What I want to know is whether you had a correspondence with this contractor upon the subject of this offer? No, not that I am aware of; I had a tender from him, but no correspondence.
461. Did you make any written reply to that tender? Not that I am aware of.
462. Had you ever a tender for the construction of all your timber-work, from any contractor here, shewing a similar profit? Yes, I have had tenders from nearly all the contractors in the Colony.
463. What is the lowest tender you have ever received from responsible contractors, for relieving you from the timber-work—what is the lowest price you have ever been offered? 4s. 6d., but no guarantee.
464. But you get 3s., do you not? I think 5s.
465. For timber-work? That is, for fixing.
466. I understood you to say 3s? 3s. for furnishing the timber at the station; then we have to cart it, to fix it, to put it up.
467. Have any bridges of a similar character to this you object to been already erected in this Colony? Not that I am aware of.
468. Neither upon the Southern nor upon the Northern Railway? No, not that I am aware of.
469. Do you know anything of Mr. Willcox's arrangements with the contractors—does he occupy a similar position with yourself, in regard to Peto and Co.? No.
470. In what respect does his position differ from yours? Because my power-of-attorney is for all the railways in New South Wales.
471. What is Mr. Willcox's power-of-attorney? I never saw it.

- 472. By the by, I think you said Mr. Willcox had no power-of-attorney? I have not seen it.
- 473. Have you seen the bridge at Stoney Creek, on the Northern Railway? No.
- 474. Is that bridge of a similar construction to this you object to? I do not know.
- 475. *By Mr. Wandeyer:* Have you heard that the white ants are already eating, destroying, that bridge at Stoney Creek, on the Northern Railway? I have not heard.
- 476. *By Mr. Arnold:* Is it yet finished—that bridge at Stoney Creek? I do not know.
- 477. What control do you exercise over the management of the contract for the Northern Railway? None.
- 478. I understood you to say that you were the contractor for that railway? According to the agreement I am.
- 479. Is it not a little strange, that in any contract for which you are liable with the Government you exercise no control? The Government took that into their own hands, and of course I did not contradict them.
- 480. Did you object? No.
- 481. You are not in the habit of making objections to anything? When I see anything audacious wrong, for the sake —.
- 482. Have you made any objection to their arrangements in the construction of the Southern Railway? I have merely written when there was anything that I thought was not strong enough. For the sake of the character of my firm I made objections, but I never stopped anything.
- 483. Do you mean to say that you stand in the same position with regard to the contract on the Northern Railway that you do with the Southern, in relation to Government? Yes.
- 484. Do you ever demand payment for work done? No, but I may do.
- 485. You may do hereafter? Yes.
- 486. Do you ever make payments to the persons engaged in the work? No, but I arranged to do so
- 487. You leave the works—you do not go near them—and somehow or other the work still goes on? My agents pay for me.
- 488. Who are your agents on the Northern Line? Mr. Willcox is the agent for Sir Samuel Peto and Co.
- 489. I am speaking of your agents? They are all agents for Sir Samuel Peto.
- 490. I understood you to say that you were the contractor for that railway, and that Mr. Willcox was not under Sir Samuel Peto? The letter of the 15th April, 1859, will distinctly shew you.
- 491. I would refer you to a letter of the 10th June, in which Captain Martindale says, "These prices are for the Southern and Western Lines only, as I am informed that Mr. Willcox is desirous to settle himself such terms as have not already been agreed to by you for the Northern Line"? That is for the fencing, plate laying, ballasting, and sleepers; but if you will be kind enough to look at my letter of the 15th April, 1859, page 4, you will see distinctly.
- 492. Was Mr. Willcox in the Colony at the time that agreement was made? No.
- 493. After Mr. Willcox arrived in the Colony, did you not hand over the Northern Line to him? No, I never did.
- 494. You never recognised Mr. Willcox as occupying the same position as yourself, with regard to that railway? Never; I told him so.
- 495. At the same time, you never objected to the Government recognizing him? No.
- 496. Well then, in what position do you stand now—are you contractor for that railway—liable for it? Yes, I am now—look at my power-of-attorney and you will see.
- 497. But I suppose your power-of-attorney would have given you power to hand over the contract to Mr. Willcox, or to any one else, would it not? Yes.
- 498. And that, in point of fact, you did? No.
- 499. What I mean by "that in point of fact you did" is, that you allowed Mr. Willcox to go to the Hunter River and engage the men, to pay the money, and to receive payments from Government? The Government department recognised him; I never did.
- 500. You positively declare that you never, in any way, authorised the Government to recognise Mr. Willcox as the contractor for the Northern Line? Never.
- 501. And that all that has been done with regard to this has been done without your consent, and without any expression of opposition from you? Yes.
- 502. I think I understood from you just now, that you do not recognise any power on the part of Peto and Co. to deprive you of this contract? I do not—of any one.
- 503. Then, in point of fact, you consider yourself as the principal with the Government, not as the agent for Sir Morton Peto and Co.? —.
- 504. *By Mr. Faucett:* Of course he means the principal here for Sir Morton Peto? That is what I mean.
- 505. *By Mr. Arnold:* Tell us what you do mean—do you recognise the power of Sir Morton Peto and Co. to deprive you of your share in the contract? I do not understand you.
- 506. Supposing Sir Morton Peto wished to deprive you—.

Mr. Faucett objected to the question.
The witness withdrew.
Debate ensued.
The witness was again called in.

- * 507. I would ask you a question that you can answer or not, as you like, with reference to your connection with Sir Morton Peto and Co. The Government have treated with you as the agent of Peto and Co. hitherto—have you received any communication from Peto and Co. since this disagreement between yourself and the Government officers, intimating

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- intimating any desire on the part of Messrs. Peto to withdraw you? No, only to get the contract through, if possible, without loss.
508. To carry the contract through? Only to have the contract taken off our hands now, and to come back immediately.
509. *By Mr. Fauceit*: To give it up to the Government? To give it up now to the Government.
510. *By Mr. Arnold*: You have received some instructions from Sir Morton Peto with regard to ceasing to be their agent here with the Government? No.
511. I understood you to say that you had authority from Sir Morton Peto to get rid of the contract? Yes, if the Government will take this off our hands; but have they accepted this?
512. Did Peto and Co., in their communication with you, make your recal by them contingent upon the Government agreeing to relieve them altogether from the contract? I have had a letter from Peto and Co. to say they were quite willing to give the contract up without loss, and they would hail me back when that was done.
513. *By Mr. Parkes*: Was that the letter which you read to the Committee on Friday, written by Mr. Brassey, and dated from Paris? No, I will read the letter.
514. *By Mr. Arnold*: Have you the letter received by the last Mail from Peto and Co.? No.
515. Not here? No.
516. Then you object to produce it? I have a letter from Mr. Brassey to say, if I could arrange to manage and give up the contract, he would like to have me back. Will you allow me to read this letter?
517. What is the date of it? 19th December.
518. That is not the letter I want—have you a later letter than that? Yes.
519. What is the date of your latest letter? February.
520. Have you any objection to read that letter? I have not it here, but I do not consider that the House have any right to know my private business with Sir Samuel Peto.
521. I think you communicated your correspondence with Peto and Co.—did you not read a letter the other day? I did. If the House wishes to know all my private business—
- Mr. Parkes* said that he thought it desirable the witness should be informed that he was not obliged to read any private business letters.
- The Chairman* said—Perhaps the witness may not clearly understand that he is not compelled to disclose any private communication.
- Mr. Arnold*: I stated before I asked the question, that you are not bound to answer any question at all, if you think proper.
- Mr. Fauceit*: The witness does not understand the difference between refusing to answer any question, and being at liberty to refuse to answer any question respecting private correspondence.
522. *By Mr. Arnold*: All I ask is this—have you received a letter from Peto and Co. dated February? Yes.
523. Have you any objection to read that to the Committee? Yes, it is a private letter to me, not from Peto and Co., but from Mr. Brassey.
524. As representing the firm—is there anything in the letter to do with the contract, in which you as the agent of Peto and Co. and the Government are mutually concerned? It is a private letter, and allows me to use my own consideration in the matter.
525. In any of your communications with Peto and Co., or with Mr. Brassey, or any person representing them at home, has there been any recognition of Mr. Willcox as an agent under Peto and Co., as representing that firm? Mr. Brassey wrote me to say, “I send you enclosed all the communications that have transpired between myself and the Government since you left England.” I have had one letter to that effect, and that is all I know, and I am in possession of all these, although they were sent by the Government to them, and they returned them to me.
526. I will ask you this question, and you can answer it or not as you like;—has there been any suggestion to substitute Mr. Willcox in your place? No, there has not; I have not seen the letter.
527. The only suggestion from Sir Morton Peto to you with regard to your ceasing to be their agent in this contract is that you should get rid of this contract altogether? These are private letters from Peto and Co., and unless the House oblige me to answer—
528. I think one of your matters of complaint was that there had been some delay in furnishing you with the plans of this viaduct at Glenlee? Yes, I will give you the reasons for why.
529. I do not very much care, you can give the reasons if you like. I was going to ask you as to the Menangle bridge—you complain that the plans were not furnished? Yes.
530. Then the other plans were furnished in time? Not complete; they are not complete to this day.
531. Then you complain of both Menangle and Glenlee? I complain of the length of the piles not being given for the viaduct, 23 miles 60 chains.
532. Is it usual in all contracts for pile driving to furnish the length of the piles? Yes, there is a plan given by the Engineer-in-Chief to another contractor (*handing in a plan*), and this is the letter that was sent with the plan. It is a copy.
533. What is this plan? The length of piles to be driven.
534. Where at? At Wallis's Creek, on the Northern Line. If you will allow me, I will read this letter:—

"Newcastle,
"23 January, 1858.

A. Rhodes,
Esq.

"I forward you also a tracing received from the Engineer-in-Chief, in which
"is marked the depth to which the piles will have to be driven in Wallis's Creek. He
"wishes you to press on the work as much as possible. 24 April, 1860.

"I am, &c.,
"F. BELL."

"To
"Mark Favell, Esq.,
"Contractor."

535. *By Mr. Asher*: Is that a railway bridge? Yes.
536. *By Mr. Arnold*: Then you assert that it is a common and usual custom on railway and other works where contracts for pile driving are taken to furnish the length of the piles required? Yes.
537. Have you completed all the bridges up to this time of which the plans have been furnished you? No.
538. In what way would the omission to furnish the plans of the Menangle bridge prevent you from proceeding with the works when you have some other bridges unfinished? Menangle bridge is the most important on the line; it is a £20,000 or £30,000 job; the other is from £1,200 to £1,500; that makes the difference.
539. Are not many of these bridges incomplete now? They are working at them.
540. You spoke of the piles upon which this viaduct at Glenlee is to be erected as insufficient, on the ground that the different piers consisted merely of four props? Three props—
541. Supported by struts on each side? Yes.
542. In point of fact, are not these props you speak of piles driven to the depth to which it is necessary to drive them—from twenty to thirty feet? They are piles, certainly.
543. Are not what you call struts driven in the same way—battering piles? Strut piles.
544. Battering piles? Yes.
545. The only danger you apprehend from a wooden bridge is that the oscillation will be so great, from the weight of the engine and train passing over it, that there will be danger of the engine getting off the rail? Also, that I proposed that it ought to be strutted between the piers twenty feet distant.
546. You anticipate longitudinal oscillation? Yes.
547. You think it will oscillate both ways? Very much—as dangerous one way as the other.
548. Did you ever know an instance of oscillation taking place longitudinally? I never saw bridges constructed in the same manner.
549. You never saw such bridges on the Northern Railway? No.
550. Nor on this railway? No; they are built on brick piers.
551. All brick piers? Yes.
552. Are there any bridges of this description on the Western Line? Yes.
553. Are they completed yet? They are not the same plan on the Western Line.
554. What is the difference in the plan? The height I think is not so great, and it is on a level.
555. Is there any danger of oscillation there? There will be after a certain time.
556. Then do you consider that any present test that can be applied to these bridges will be an indication of their future stability? I think they are not sufficiently strong for public traffic.
557. Upon what data do you ground your belief? I have answered that two or three times, I think.
558. You have already said you have had no experience of bridges of the kind before? I said, one bridge I did build, and it was much stronger.
559. That was in France? Yes.
560. That bridge was very shaky; Yes, and some of the bridges built between Liverpool and Campbelltown now were taken down twelve or fifteen months ago.
561. You think there are no bridges on the Western Line constructed of a similar length to this? I think not.
562. *By Mr. Parkes*: What is the South Creek bridge? That to be built, or built already?
563. *By Mr. Arnold*: To be built? We have started one which I consider equally dangerous as the South Creek bridge.
564. *By Mr. Parkes*: Will you describe the bridge at South Creek? This viaduct at South Creek is 176 feet long on the level; between the piles or props (12 inches by 12 inches) there are four openings over the creek. In driving these piles, we have only driven them about three feet from the bottom of the creek, so that there is no stay whatever three feet under the surface; it is merely mud that it is driven into; therefore I consider there ought to have been a cofferdam made—
565. What is the height of the piles? 23 feet 6 inches.
566. *By Mr. Asher*: Are they only driven three feet into the ground? They come to the rock three feet in the ground.
567. Does that refer to the whole of the piles? Three sets of piles.
568. *By Mr. Garrett*: How many sets of piles are there altogether? Nine.
569. *By Mr. Windeyer*: Are the piles shod with iron? Yes.
570. *By Mr. Parkes*: Those piles which only go into the earth three feet are the centre piles in the creek? Yes.
571. They are in the bottom of the creek? Yes, they are driven through the mud or slush three feet, and then the shoes go into the rock a few inches.
572. *By Mr. Asher*: Were your instructions from the Railway Department to drive these piles in the way you have mentioned? Yes.

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573. *By Mr. J. Campbell*: Are they driven down to the bed rock? Yes.
574. *By Mr. Samuel*: Do I understand you to mean that these piles have only three feet of mud to hold them? That is all.
575. *By Mr. Hoskins*: Did you ever see a railway viaduct at Home which had no other support than piles driven into the ground? I never saw piles driven like these in my life before.
576. Is it not customary at Home to bed the piles in timber or stone? Yes.
577. *By Mr. J. Campbell*: These are resting on the bed rock? On the bed rock.
578. *By Mr. Arnold*: Do you know the bridge at Beckett's Creek, on the Western Extension? No.
579. One of the works in Mr. Gibbons' contract? I saw it at a distance.
580. You do not know it sufficiently to speak of its character—can you form any opinion as to its solidity or safety? It is a viaduct that may be safe for a while, but not for a long time.
581. *By Mr. J. Campbell*: Are you a professional engineer, brought up to it from your youth? No.
582. Do you know what timber is used in the construction of these viaducts at Home? Yes.
583. What? Baltic timber in general.
584. You have been some time in the Colony now—from what you have seen of our woods and of Baltic timber, which do you consider the strongest? The timber of this country.
585. Do you know the weight it will bear in proportion to other timbers? Yes.
586. In building this viaduct beyond Campbelltown, I understand you prefer brick piers to wooden piles? Yes.
587. Upon what grounds? Because the one is permanent and the other is not; the brick bridge is a permanent piece of art, and the other is only a temporary piece of art.
588. If you knew, or were convinced, that our timber would last a hundred years which would you prefer then, wood or brick? I have examined the timber of this country, and I am sorry to say the white ant is very destructive to it, and it works very much indeed with the weather; therefore, though it is very much harder in substance, I do not know whether there is much difference between the lasting qualities of Baltic timber and the timber of this country; though I think the timber of this country would last a few years longer than the other.
589. How long do you think a house built of Baltic timber would last? That depends upon where it stands; if it is dry it may last a long time—perhaps 30 or 40 years.
590. As much as that? Yes.
591. If you think our timber so very superior, I suppose you would say it would last double that time? Railway traffic running over and shaking the timber is a different thing to having it standing.
592. Any time you like you shall come and see the house I am living in now which has been built more than forty years, and is as good now as the day it was built. Which would be the cheapest way of constructing these viaducts,—would it be cheaper to do it of wood or brick? I think it is nearly the same.
593. You think the cost would be the same? I think so, according to the calculation I have made.
594. Are you at present going on with the Southern Railroad? Yes.
595. And are you conforming to the Government Engineer's plans? Yes.
596. You are not stopping the works, then? No.
597. Then what is the object of having you examined here? I was called to come here, and I have come.
598. Are you not carrying on an action against the Government? No.
599. I understood there was an action commenced? No.
600. Then at present the railroads are going on? Yes.
601. Only you are demurring to the way they are being made? It was a suggestion I made; but we are carrying on the works according to the instructions we receive from the Railway Department.
602. Then, if you are doing the works according to your instructions from the Government Engineer, and are getting a certificate from him that the work is done, that is all you require? Yes, that is all I require; but I do not get the certificate.
603. Why do you not get the certificate? They consider rock earthwork, and I consider that when it is earthwork I should be paid for earthwork, and when it is rock that I should be paid for rock. That is one of our great disputes.
604. There is no bond drawn up between you? There is a contract, as good a contract as ever was.
605. Did it not state that when there was any difference between you it should go to arbitration,—for instance, in such a case as this, whether it is rock or earthwork? I have made a contract with the Government on the 21st April, in those letters which passed between myself and the Government, and the specification and bond and contract was to be drawn up according to those letters; and I am willing to sign that bond and contract now.
606. Do you draw seventy-five per cent., leaving twenty-five per cent., to be hereafter settled for;—what amount are you drawing? Ninety per cent.
607. Then it is only leaving ten per cent. in dispute with the Government? I think it is a great deal. If I put twenty thousand pounds worth of material on the ground, I think that is a good guarantee.
608. Have you received ninety per cent. up to this date? No.
609. What might you have received? About seventy-five per cent., taking all together. *
610. *By Mr. Asher*: That is upon your estimate? No, seventy-five per cent. upon the contract price.

611. *By Mr. J. Campbell:* And you complain that you are not getting the difference between seventy-five per cent. and ninety per cent.? Yes. A. Rhodes,
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612. That is one of your complaints? Yes.
613. Have you seen the bridge over Harris's Creek, at the entrance to Parramatta? Yes, at a distance, ^{24 April, 1860.}
614. Have you ever looked at that bridge? At a distance.
615. Have you ever examined it closely—do you know how long it has been standing? Ten to fifteen years. I do not consider any timber bridges can be expected to last more than fifteen years.
616. If you in your contract undertake to put in good timber, and carry that contract out, I am convinced the timber will last one hundred years; now you complain again about their not supplying you with the lengths of the piles, and that you are standing still with the bridges for want of that information? I consider the plan is not perfect without the length of the piles.
617. I always thought that when you took a contract it was your bounden duty to drive the piles a sufficient distance. They have given you the height of the bridge? Yes.
618. Have you not driven in to ascertain how far you can drive the piles? It is not my place.
619. Not your place to do that? No.
620. You are the contractor? But the Government pays the engineer to give me the plans. I never saw a contract taken yet without the company or the Government giving the lengths, and depths, and strengths, and whatever is requisite to complete the plan; they ought to shew and figure it on the plan.
621. The bed of the river is rock? In some places it is rock, in some places mud, and in some places good hard shale.
622. You are standing still, you say, because the Government do not give you the depths of the piles? No; I am going on because they are going to pay me for it as an extra, but it was a long time before I went on; when they said they would pay me extra for it, of course I went on.
623. Then I cannot make out from your replies to me what your grievances are? I am contractor for the works—.
624. Yes, I know that. We are wasting a great deal of time I think; we shall not get any gentleman to come and sit here at all the way we go on. You have been examined by a Committee of this House, have you not? By this Committee.
625. There is a Select Committee sitting, is there not? I have not been examined before it yet.
626. *By Mr. A. Campbell:* In your evidence the other night you stated that you were at a standstill for rails and chairs? Yes.
627. Does that form the chief complaint you have against the Government? It is one particular.
628. That forms one ground of complaint? Yes.
629. Are you at a standstill for want of these rails and chairs? I have got seven cuttings standing idle, and have had these five months; and there are eight cuttings that we cannot go on with as rapidly as we ought, nor with our banks. I have repeatedly written to the Railway Department to let us have rails, and they have refused them. I might have put 300 more men on easily, especially now there are lots of men coming back from the diggings.
630. On what ground did the Railway Department refuse to give you the rails? They think I have sufficient.
631. Have they rails to give you? There are 10,000 rails standing at the Sydney station.
632. You stated the other night that if you had rails and chairs and other facilities that the Government are withholding from you, you would be able to complete the Railway in September next? I think so.
633. You still adhere to that? I think so, though there is a month gone now.
634. How long before the time to which you are bound by the contract? Nine months.
635. At what rate of speed have you been going on with the works—how much cutting have you done per month? 45,000 yards.
636. I think I saw some communication in which the Commissioner stated you were only doing 11,000 yards? It is a mistake of his.
637. You state now that you are doing 45,000 yards? Yes; the average is more than that now.
638. That is one of the points in dispute? The dispute is about the certificate; they do not make the certificate out for the work done.
639. You have not got a certificate for 45,000 yards? The Commissioner states that it is only 11,000 yards for a month; but I have looked into the matter, and I find an average of 45,000 yards a month for every month.
640. Supposing you got these rails, how much more could you do? I think I could get up to 70,000 or 80,000 yards. There are plenty of men now.
641. About this Menangle viaduct, I suppose it forms no part of your duty to make plans of the bridges, or to suggest to the Government what they ought to construct—your duty is to carry out the instructions given you? Yes.
642. Then what is the dispute about the viaduct? When I came out first I was led to understand by the Engineer-in-Chief that he was to have an iron-top bridge, with brick piers, and ashlar cutwaters; and therefore I started immediately, knowing this was a very heavy and important work, and contracted for a million of bricks. But the engineer said he thought my price was too much; I said, Well I have got a good price for this, but for other things I am not paid so much, and, therefore, I think you ought not to take any advantage; that

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- that was the risk. I think, now, that he has changed his plan, but as I have not seen the plan I do not know anything at all about it.
643. Then you are not objecting to construct the bridge he designs, but your complaint is that you have not got the plans? Yes.
644. How long have you been asking for these plans? About twelve months.
645. Was it not too early to get them twelve months ago? I ought to have had the plan on the 21st July last year.
646. You were promised the plans on that date? Yes.
647. Have you got them now? No.
648. For what reason, can you tell?—Have the Government given any reason why you have not got them? I really cannot say what is the reason.
649. Can you go on with the bridge without these plans? No.
650. Then that work is at a standstill without them? Yes.
651. That is another of your complaints? Yes.
652. You said something about the difference between lime and cement, contending that the lime of this Country was better than cement? Yes.
653. Do you refuse to use the cement the Government direct you to use? No, I only made a suggestion, because the mortar is better than cement.
654. And I suppose you only make these suggestions to secure good work for your own credit hereafter? Yes.
655. There is no complaint on that subject? No.
656. You said something just now about having a letter from your principals, stating that if you could get rid of the contract you were to do so, and they would be glad to see you home again? Yes.
657. Have you any objection to read that part of it? No.
658. Will you do so? (*The witness read the letter. Vide Appendix I.*)
659. That is written by one of the partners of the firm of Peto, Brassey, and Betts? Yes.
660. You mentioned that in a letter you had from Mr. Brassey, dated some time in February, and received by the last Mail, which is a private letter, and I do not want to know the contents, but it contains some enclosures which consist of letters written by this Government, or officers of this Government, to your principals, and are referred to you for your inspection? There have been letters written that I have never got copies of.
661. You got them from your principals? Yes.
662. The originals? Yes.
663. Have you any objection to state the contents of these letters? They are private affairs, and I would rather not.
664. But there have been such letters written and sent home to your principals? These are private letters sent from Government officials home to London to Peto & Co.; and they even sent to private individuals, and those private individuals communicated with our people, worse than that still.
665. But these letters are private, and you do not wish to refer to them? Yes.
666. *By Mr. Fawcett:* Are these the letters you referred to a short time ago as private letters? Yes.
667. *By Mr. A. Campbell:* Was there not a letter from Mr. Brassey to Mr. Whitton, the Engineer? Yes; I think I read that letter.
668. Tell me about the position Mr. Willcox occupies, as regards the firm of Peto, Brassey, and Betts? He is Agent for Peto, Brassey, and Betts.
669. For a particular purpose? Yes.
670. What purpose is that? He had a power-of-attorney to come to Melbourne, but as he did not succeed there, he came on here; he went to the Railway Authorities, and they put him in charge of the Northern Line. They said Mr. Willcox would rather treat for himself, and I said very well, but I never consented to give them power to act.
671. The Government treated with Mr. Willcox for the Northern Line without interference on your part? They treated with me first, and with him afterwards.
672. You took the contract for the whole? Yes, on the schedule of prices, for the first contract; there was extra work to be let afterwards, which is not settled.
673. The letter of the 15th April, signed by Captain Martindale, paragraph 2, says, "the Government agree to contract with Sir S. M. Peto, Brassey, and Betts, for the construction of the authorized lines of railway from Menangle to Picton, from the Blacktown Road to Penrith, and from Lochinvar to Singleton"—the latter is the Northern Line, is it? Yes.
674. That letter was addressed to the agent of Sir Morton Peto and Co.? Yes, to me.
675. You took that contract? Yes.
676. But somehow or other it has fallen out of your hands, and has got into the hands of Mr. Willcox? Yes.
677. You stated that the power-of-attorney you hold from Peto, Brassey, and Betts, includes all New South Wales? Yes.
678. Does it include Victoria? No.
679. Mr. Willcox had a power-of-attorney for Victoria? Yes.
680. Then, if I understand rightly, your power extends over the whole of this Colony, and his over the whole of the other Colony? Yes.
681. Have the Government given you any reason at all why the plans for the Menangle viaduct have not been furnished to you? About a month ago there was a letter to say that they had to alter the plan, owing to the floods. I ought to have had the plans on the 21st of July last year. They have had plenty of time to get ready in eight months.
682. That was the last reason for not furnishing the plans? Yes.

683. How many rails do you want to accomplish the work you have in hand? About ten miles—just double the quantity I have now to carry on with any speed.
684. You have stated that you have seven cuttings now standing still? Yes.
685. You still adhere to that statement? Yes.
686. And for want of rails? Yes.
687. *By Mr. Hoskins*: I understood you to say you considered that particular viaducts on this railway would be insecure? After a certain time.
688. You think they will last but a very short period? Yes.
689. Is it not the fact that there are a large number of timber viaducts on railways in the Mother Country? Yes; but I have not seen any like these. I have seen timber tops, but I never saw any on props like these.
690. Have you not seen a large number of timber viaducts on railways in England? Timber tops I have.
691. Constructed of timber—on timber piles? Not so high as these that I recollect.
692. Are you acquainted with the Great Western Railway? I have travelled it in the first time from Weymouth to London.
693. Have you ever travelled from Swindon to Cheltenham and Gloucester? No.
694. Are you not aware that Mr. Brunel, the great engineer at Home, recently deceased, preferred timber viaducts for their lightness and cheapness? No, I am not aware of it. I have always heard engineers object to timber bridges.
695. You have never seen any timber viaducts, you say, on a curve? Not to my recollection.
696. Have you not heard the opinion expressed, that one reason why a preference is given to timber viaducts is, that they can be so easily repaired without impeding the traffic of the railway? I have heard so; but it would be very expensive.
697. It would be still more expensive to repair brick or stone? Not if properly put together.
698. Have you ever seen a timber viaduct erected, in which the piles were driven into the ground with no other protection—I believe you complain of the construction of timber viaducts here, where the piles are driven into the ground with no other protection—no stay—they are not bedded? They are not bedded.
699. In the Mother Country it is usual to bed the piles on a stone or wood bed? On stone first, then a wooden platform, and then the piles on the top of these; but I have not seen any so high; the bridges I have generally seen of timber are about London, and bridges over rivers with timber tops, and brick or stone piers.
700. The reason why they are bedded on timber, or stone, is to prevent the piles sinking by the trains travelling over them? It is more solid, I consider.
701. Are you not aware that the timbers used for viaducts undergo a curative process—that they cure them with a composition of creosote, to prevent the effect of the weather? They have done so of late.
702. They did so twenty years ago, did they not? Yes.
703. Do you not think, that, if the timber used in the viaducts of this Colony were cured in the same way, they would last much longer? Yes, and the sleepers as well.
704. The sleepers in the Mother Country are always cured? Yes.
705. If this composition were used, would it prevent the action of the white ant and other insects? Yes, certainly.
706. Then I understand you to say, that you think these viaducts insecure because the piles are not driven in a sufficient length, and are not properly braced? Just so; and the bridge is not wide enough, only 11 feet 6 inches; between the piers there is a space of 20 feet, which ought to be strutted.
707. Do you not think that if the timber used for these purposes, for sleepers and viaducts, were cured, that the viaducts would be cheaper, and last as long, if built of wood, as if built of brick or stone? No, I think if you had bricks or stone, they would be always more permanent than timber.
708. I apprehend there have been frequent instances in the Mother Country where brick and stone viaducts have fallen in in a very short time after being erected? Where they are badly done.
709. *By Mr. Forster*: You used an expression, “pushed into a corner,” in allusion to the treatment you say you received from the Government—did you mean by that that the Government took an unfair advantage of you? I think so.
710. Then do you consider that the Government were morally bound by the species of contract or agreement with Mr. Gabrielli? Morally bound, I think so.
711. I think you yourself have admitted that you subsequently have consented to another agreement altogether? Yes.
712. You gave up the original agreement? Yes.
713. Do you consider that you were forced into that assent by the peculiar position in which you were placed? Yes.
714. And that the Government took a somewhat unfair advantage of you? Yes.
715. Would you have been willing, at that time, when you first came to the Colony and found how things stood, to go back at once on payment of the costs and expenses to which Peto, Brassey, and Betts had been put? I should have gone back at once only for my solicitor, Mr. Want, who engaged me to stop; he had an interview with the Government.
716. Then you do not consider that the contract now entered into is as advantageous to you as it ought to have been? If I have the facilities that were promised to me, I am quite willing to go on, and I consider the contract they have made with me quite binding on both parties.
717. You assented yourself to another agreement after your arrival? Yes.
718. Do you consider that the contract you entered into then is now subsisting? Yes; and as binding as any agreement.

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719. Will you state to the Committee on what documents you consider the contract is based, or how it stands? A schedule of prices was sent to me marked A.
720. That was one portion of the contract? Yes; that was in the letter of the 15th April, 1859, page 4 in the correspondence; then the final settlement, when I accepted the contract, is contained in the letters of the 21st April, 1859, between myself and the Government.
721. Then you consider your contract with the Government is based upon these different letters to which you have referred, and the schedule of prices attached to them? Yes.
722. Would you be perfectly satisfied now if the Government were strictly to adhere to the terms of that contract? Quite.
723. You consider that you have fulfilled your part of the contract, but that the Government have not? Yes.
724. I think you mentioned in what particulars—partly that they have not allowed you the use of as many rails as you required? Yes.
725. And also that they have wished to pay you for earth when you were actually working in rock? Yes.
726. And also that they have not furnished the plans which they were bound to do by the agreement? Yes.
727. In these particulars you consider that the Government have not fulfilled their contract? Yes, certainly.
728. Was not the contract to which you have referred as based upon these documents varied in any way by subsequent correspondence? No; I never acknowledged it.
729. Was there not a long correspondence between you and the Railway Department, and between you and the Government, on the subject of the contract? Yes; because they wanted me to sign a specification; that was to say, that if the Engineer-in-Chief wished to send any one off the works he could do so, that is to say, he could commence by sending me about my business. That was one thing I objected to.
730. You have agreed to sign what is called the usual bond and contract? I am prepared to sign the usual bond and contract by what we have agreed to.
731. "The usual bond and contract" is a well-known expression, is it not? Yes, what we have agreed to.
732. You say the Government wanted to attach something to this bond and contract which you refused to sign? Which was different from what had transpired between us.
733. Did you say you had undertaken, as part of the agreement, to sign the usual bond and contract? According to what we agreed in these different letters that were written before the contract was taken—that was what I agreed to.
734. You have not signed it yet? I consider this a contract.
735. You have not signed it, and therefore you have not fulfilled that portion of your contract? No; but I am quite willing to sign anything that is in accordance with the agreement.
736. You have never refused, then, to execute that part of your contract? Never.
737. But you found the contract the Government wished you to sign was not in accordance with the agreement? It was not according to the agreement I entered into with the Government; they wanted me to sign a different specification, which I refused to do.
738. With regard to the matter of rock and earth, do you not think that might be settled by arbitration, from time to time? I have asked them to do so several times, but they have refused.
739. The Government have always insisted on determining that question on their own authority? Yes.
740. You have declined always to assent to that? Yes.
741. *By Mr. Samuel*: I understood you to say you have not signed any contract? I consider the letters of the 21st April a contract.
742. You have not signed any formal contract? No.
743. Have the Government submitted a contract to you for your signature? Yes.
744. Have you made objections to signing that contract? Yes.
745. Have you stated your reasons why you object? My solicitor has written to the Crown Solicitor, stating his objections.
746. Have you got a copy of that letter here? No, I have not; my solicitor has got it.
747. Were all the objections you have to signing this contract set forth in detail in that letter? Yes.
748. When you left England, did you understand that the schedule of prices submitted to Peto and Company was the schedule of prices you were to receive here? Yes.
749. Did the Government here refuse to pay those prices when you arrived? Yes.
750. Did you intimate to the Government here that those were the prices you expected to receive? Yes.
751. *By Mr. Asher*: You did afterwards agree to a different scale of prices? Yes.
752. *By Mr. Arnold*: Was this specification, which you now refuse to acknowledge as part of the contract, also sent home to England? Yes.
753. And that you now refuse to acknowledge? I refuse because they reduced the prices, and I entered into a new agreement with the Government.
754. With regard to piles for bridges—will all the piles for these bridges be of the same length in the same bridge? Nearly so, not all; there may be a few inches difference.
755. Then if you ascertain the length required for one pile there will be no waste in the construction of the bridge, in consequence of your not knowing what the length required for the other piles will be? There is always waste in bridges.
756. Would not that waste arise from your not being able to know from the length of one pile what would be the length of another? Sometimes some piles may have to be driven further than others; one pile may come against a large stone, while another may sink through soft soil or sand.
- 757.

757. You said you have begun this work in consequence of some concession from the Government; what concession have they made with regard to the piles—you said that it was the duty of the Government to furnish you with the length of the piles, and then that subsequently you arranged to go on because the Government had made some concession, what was it? I am to be paid for the length of the piles, under this condition:—"A schedule of prices for all extra work, as far as practicable, is to be prepared at once and agreed to between us; and any extra work for which the price cannot now be settled is to be left to future arrangement."

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758. What I ask is this: you said you had agreed to ascertain for yourself what length the piles should be? I did not agree to it; I said if the Government would allow me extra for the pile-driving I should go on with them; there was no answer, and therefore I took it for granted, of course, that they would pay.

759. Are you now finding the length of the piles for yourself? Yes.

760. Do you expect to be paid for any greater length than is necessary for the piles? No.

761. Then whatever length the piles are you expect to be paid for? Yes, and no more; but whatever extra labor I have, of course I will be paid for it, I hope.

762. Then you have now given up that objection about finding the lengths of the piles? Of course I have nothing to say if they allow me to go on according to contract.

763. I understood you to say that it is against the contract? I say it is; according to the contract they ought to furnish them.

764. But you say you have given up that objection, and are going on, finding the lengths of the piles yourself? Because I am to be paid for it, certainly.

765. Has any lime been used by you in any brickwork which has afterwards been condemned by the Government Officer? I asked the Government to allow me to build some bridges in mortar and they said they would not; for my own experience I have built two small culverts to try what this mortar was made of; in one mortar I tried the lime with sharp sand from Menangle River. Sir William Macarthur used a deal of this lime, and Mr. Thompson, the miller, at Camden, and they told me I must try another sort of sand. The one I tried with pure sand from the bed of Menangle River did not succeed, but as to the other a more perfect or better job was never done on any railway. Here is a specimen of the mortar. (*Produced.*)

766. You said, in answer to a question just now, that you would have returned home, on finding the alterations the Government wished to make in the schedule of prices, if you had not been advised otherwise by Mr. Want? Certainly I would.

767. Then you believed you would undertake this contract at a loss? When I saw you did not intend to give me these facilities, and when I saw that the Government was bamboozling me in every shape and form, I thought the best plan was to return.

768. But afterwards you accepted the contract from the Government on the recommendation of Mr. Want? Yes.

769. Notwithstanding you knew facilities were not to be given? —.

Mr. Darvall objected to the use of the word "bamboozling" by the witness.

770. I presume the contractors in undertaking a work of this kind are put to a good many incidental expenses, for which they receive no payment from the Government, as for instance office expenses and superintendence? We do not ask the Government to pay for anything but the contract.

771. These expenses you intend to be covered by the profit on the contract prices? These are private concerns. Of course we can hire an office and do other business independent of the Government business if we like; we are not tied entirely to the Government.

772. Are your legal expenses considerable? Yes, and private—and I can afford it, and the Government won't pay for it either.

773. What are the most considerable incidental expenses of the contract? —.

Mr. Windeyer objected to questions of this kind.

774. *By Mr. Russell:* Allow me to ask, when you left England, for what purpose did you leave—was it to fulfil a contract you considered entered into by the Government of this Colony? Yes.

775. After your arrival here and communicating with the Government what was the result? They got other people to tender against me and reduced my prices.

776. Was it not understood before you came out that there was to be no competition—that the proposal sent Home from here, of the prices to be paid for your work, was to be adhered to after your arrival? Yes.

777. *By Mr. Asher:* Were you bound to accept those reduced prices? No.

778. *By Mr. Hay:* I see in this letter of Mr. Brassey's which you have read, dated 19th December, 1859, and written in consequence of the disputes which have arisen between you and the Railway Department, that Mr. Brassey seems to fall back upon the provisional agreement made with Mr. Gabrielli? He thought so.

779. That appears to be the contract which he would desire to have a settlement made with the Government upon, and not upon the contract which you say you have entered into, as his agent, with the Government here? Yes, that is what Mr. Brassey wishes.

780. Are we to gather from that, that Mr. Brassey disapproved of the provisions of the contract which you entered into with the Government on his behalf? He wrote to say he thought they were very near; but he did not disapprove of my taking lower prices, because he left it entirely to my own judgment.

781. What reason do you give for the fact that Mr. Brassey, in his letter, which he apparently intends as the basis of an arrangement between you and the Government, does not refer to the contract you have entered into with the Government, but goes back to the provisional contract with Mr. Gabrielli? He thought that the Government and themselves would

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- would arrange the matter in London, and leave all the correspondence we have had on one side, by leaving it be decided by a competent person, to be named by the Foreign Minister, the Speaker of the House of Commons, or the Chairman of the Institute of Civil Engineers.
782. But he seems inclined to leave your contract also on one side, and to go back on the provisional contract made with Mr. Gabrielli? In that letter he does.
783. So that he is evidently not satisfied with the contract you have entered into with the Government? He thought they were rather near, after we had sent materials out, to change the contract for the very little difference.
784. It seems evident from this letter that Mr. Brassey looked upon himself as entitled to rely upon obtaining the provisions of the provisional contract with Mr. Gabrielli? Yes, by that letter.
785. May I ask if that was your impression of Mr. Brassey's intentions, and the intentions of Sir Morton Peto and Co., when you left Home? Yes.
786. That you were to make an agreement on the footing of Mr. Gabrielli's provisional agreement? Yes.
787. And upon the footing of the schedule of prices sent Home along with that? Yes.
788. And you have reason to believe that you departed from the wishes of Sir Morton Peto and Co. when you departed from the provisions of the agreement with Mr. Gabrielli? They have left me entirely to use my own judgment.
789. Do you not think, after reading this letter, that you departed from their wishes in departing from the provisions of the agreement with Mr. Gabrielli? They left me entirely to my own judgment; but, of course, after reading this letter I think they thought it was an agreement for us to take or leave.
790. Mr. Brassey does not in this letter suggest a settlement on the basis of the agreement you have entered into with the Government, but on the basis of Mr. Gabrielli's agreement? That is what he wishes now—to settle all disputes.
791. Your impression, then, is that Sir Morton Peto and Co. would never have sent you out, nor any plant out, unless they had believed you were to obtain a contract substantially the same as that offered to Mr. Gabrielli? They never would have accepted anything unless they had given those prices.
792. With regard to the viaducts of which you have spoken—you have told us that from calculations you have made you have come to the conclusion that timber tops upon brick piers would not have been more expensive than these timber viaducts? I think not.
793. You have told us that is the result of calculation? Yes.
794. Were those calculations made by yourself? Yes.
795. You have not got them with you? No.
796. Have you got them in such a shape that you could furnish them to the Committee? Yes, I have; I do not know where the papers are now; I dare say I tore them up when I found there would be no change. I could go into the calculation again.
797. Did it not strike you, that it would be satisfactory to the Committee to have your opinion fortified by the calculations upon which it is based? No, it did not.
798. Then you cannot produce the calculations? No. I know they shewed that I could build viaducts with brick piers and timber tops, leaving sufficient room to take the water away, at the same expense as building these timber viaducts.
799. You know that in a general way? I know that in a general way.
800. You cannot produce the calculations upon which that opinion, you have said, is founded? Not now.
801. Would not an opinion, not founded upon calculation, as to a work of that kind, be extremely worthless? It is not difficult to come to a calculation of that kind.
802. But it would be very satisfactory to have that calculation? If you had said so last time I was here I should have had it ready.
803. If I may express my opinion I should have said you ought to have fortified your opinion by the calculations on which it was based? I should not certainly have exposed myself to such a large amount of money, and have written to that effect, if I had not gone into the calculation; and allow me to tell you I call this a very little work indeed; if it were something like a hundred miles of railway it might be worth while, but this is only twenty miles of railway, which is very little to think about.
804. We are not talking about the railway, but about the viaduct. You have said that the plans of this viaduct are such that the structure would be very insecure? After a short time.
805. I think you said it would be very insecure, not only from the material being timber but from the plan of the bridge—the way in which the timber is used in the bridge? Yes.
806. That is the opinion you have come to yourself without referring to any other authority? That was my own first opinion, but I took the opinion of half a dozen engineers, and they quite agreed with me.
807. You have said you are not an engineer yourself? I am not here as an engineer.
808. You have said you were not brought up as an engineer nor educated as an engineer? No, nor was the great Telford an engineer either.
809. Just so; but we are not talking of Telford—we are talking of you. The late George Stephenson was not educated as an engineer? No.
810. Did he make his own calculations? Sometimes he did.
811. Did he not employ others? All engineers do.
812. Did he not employ Mr. Biddulph? Yes.
813. Whom do you employ? I do it myself, and employ other engineers to see that I do it right.
814. Who is the engineer you employ? Mr. Fowler sometimes; I pay him when he is consulted.

815. You have not pointed out to the Committee what makes these bridges insecure? I think I have two or three times. A. Rhodes,
Esq.
816. You have not pointed out the particular points in which they would be insecure? I consider the weakest part between the piers, where they are not stayed. I consider that a bridge with a width of only 11 feet 6 inches, such a height as 31 feet 6 inches, down an incline of 1 in 70, and a curve at one end, must be insecure. 24 April, 1860.
817. You proposed a bridge that would answer the purpose better? What I should propose would be a culvert of six feet.
818. I think you produced to the Committee some plan of a viaduct which would answer the purpose better in your opinion? No, I did not shew one.
819. I think I saw one in your hands? (*Several Members*: Yes, a small one)—Oh, yes.
820. You did produce a small plan? Yes, but I have not got it with me.
821. *By Mr. Hoskins*: That was timber, was it not? Yes. (*The witness exhibited a plan.*)
822. *By Mr. Hay*: That was not the plan? It is the same plan on another scale.
823. In places where the foundation is very soft, would not the expense of obtaining a sound foundation for the brickwork be in some cases great? In a boggy country, certainly.
824. What would you have to do there? Go down to a good strong band of clay; if we come to any band of clay a yard thick it is quite sufficient to support the piers. That is the general rule with engineers.
825. A band of clay a yard thick would be quite sufficient to support piers which should carry the heaviest railway traffic? Yes.
826. You would not go farther than that? That is the general rule. We generally bore first, and then if we find clay we build on the clay.
827. In case you did not find this, except at a great depth, would you not have recourse to piles as a foundation? The last place I was at we went through a great deal of boggy country; a cofferdam was placed where the piers were to be built, then we took out the slush, and threw in a concrete of mortar and stone, and then a little under the surface of the ground we built brick piers; iron tops we used.
828. Was it expensive, laying the foundation in that way? In some places very expensive, in others not.
829. Then you do not know of any case where timber viaducts are made resting upon piles? No, never till I came here.
830. And you say such is not the case in England? I never saw any; I saw timber tops. I have seen small bridges ten or eleven feet high near London, but that is no height, and they are built for a double line.
831. *By Mr. Hoskins*: Do you consider that these erections, these viaducts, would be secure if the piles were stayed by braces in the upper part and the lower part? They would be a deal stronger; but I prefer brick piers and timber tops, well stayed.
832. Are not the bricks made in this Colony very much inferior to the bricks in use at Home? I have got bricks made here as good as any Staffordshire bricks.
833. You think the plan of bedding the piles upon a timber or stone foundation much better than driving them into the earth? Where the ground is good it is a much cheaper and better job.
834. But not where the ground is soft? Where the ground is soft you should go down to a good bottom, fill it up with concrete, then with a timber top, and then the piles on the timber.
835. That is for viaducts to be erected according to that plan? To keep the same plan, but make it stronger.
836. Do you think that by having the viaducts erected after that plan they would be secure? I think they would be a deal stronger.
837. Can you tell how long timber viaducts last in England? Eight or ten years.
838. *By Mr. A. Campbell*: You say you have had a million of bricks made, ready for this bridge? I have used about a third of them, and the rest are on the spot waiting for the plan.
839. For the bridge? For the other bridge. I have got seven or eight hundred thousand bricks on the spot.
840. Supposing the bridge is not built of brick, what are you to do with them? I should think the Government, after promising and saying they would have brick piers, stone cutwaters, and iron tops, will take the bricks.
841. Your objection to the timber bridge is not that you object to go on with it—you merely want to guard yourself against putting up work that will not last? Yes.
842. You will do the work as they tell you—you merely remonstrate because you fancy it will not last, or reflect credit on your firm? Yes.
843. *By Mr. Darvall*: You stated that an agreement was sent to you to be signed in the year 1859? Yes.
844. Be good enough to see if that is the agreement that was sent to you by the Government (*handing a document to the witness*)—that that is the draft they sent for your consideration? It is. (*Draft of agreement handed in. Vide Appendix II.*)
845. Do you now hold in your hand the answer sent by your attorney to that proposition of the Government? Yes.
846. Will you be good enough to read it? (*The witness read the same. Vide Appendix III.*)
847. *By Mr. Parkes*: What is the date of that letter? 22nd of September.
848. *By Mr. Rolton*: I think you stated in the course of your evidence that if you were furnished with rails and chairs you could get on with the works three times faster than you are now doing? Twice as fast.
849. Has it not been intimated to you that if you would sign the contract or bond the rails and

- A. Rhodes, Esq.
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- and chairs would be provided? I never objected to sign a bond and contract drawn up in accordance with what is contained in the letters I have before alluded to; I consider those letters an agreement; I consider them a bond.
850. That is not exactly an answer to what I ask you. I ask you whether it has not been intimated to you that so soon as you should sign the bond you should get rails and chairs? No.
851. Has not the Government called upon you—not only the present but the previous one—to sign the contract? I am quite willing to sign the contract which is embodied in these letters.
852. Has not the Government called upon you to sign the contract? Yes.
853. What is the reason you will not sign? Because they want me to sign a specification I did not agree to.
854. You mean to say the contract the Government want you to sign is not, in fact, the one you entered into? Yes.
855. With reference to what you said about the viaduct near Menangle being unsafe, are you not aware that there are some works constructed much in the same way on the line now in use, and which have been, in fact, run over for some considerable period? No.
856. Is there not a work of a very similar character near Liverpool? No; they are not the same.
857. Is there not a viaduct built on piles for some considerable distance, near Liverpool? Not that I am aware of.
858. And a considerable height also? Not that I am aware of.
859. Have you not been over any viaducts on the present line of railroad which are in use, which are built of timber in something the same way as the Menangle viaduct is proposed to be built? Not that I am aware of.
860. You are not aware that there are any works of the same character on the road? No.
861. You were not present at the testing of one of the bridges or viaducts some short time back? No.
862. The new works? No.
863. You do not know as a fact that one of the viaducts has been tested by engines having been driven over it? I heard an engine went over slowly, but I do not know that that viaduct is the same as the viaducts I have to build.
864. With reference to the schedule of prices,—when that schedule of prices was sent Home to Sir Morton Peto and Co., was it not sent merely as a guide to them, not exactly as a schedule of prices which the Government had agreed to, but as a guide to them to shew the prices which then prevailed in the Colony, and which, in the event of any agreement being entered into subsequently, would be liable to adjustment afterwards, provided there should be any alteration in the prices of labor, or other circumstances which should render necessary a deviation from that schedule? I expected to have been paid that schedule sent to England.
865. Is not that the case—that at the time that schedule was sent Home it was intimated to Peto and Co. that it was merely sent as a guide to the contractors? I understood that these prices were offered to Mr. Gabrielli, and that he would have got them if he had had power at the time to close with the Government.
866. But when Mr. Gabrielli intimated that he had not power to enter into a contract, was it not stated to him that the Government would not feel themselves bound to abide by that schedule whenever Peto and Co. should feel inclined to do so, if in the meantime anything should transpire to make them desire an alteration in the prices? Mr. Gabrielli always told me that these were the prices to be given, and if he had had power at the time he would have made the contract.
867. Notwithstanding that, you have submitted to a different arrangement? I saw that materials to a heavy amount were sent out on the faith of this letter that was sent Home, and this schedule of prices; and I saw that it was necessary for me to reduce the prices, in order not to allow the materials when they come here to lie idle. That was my reason for reducing the prices.
868. Supposing that the Government at once provided you with the rails necessary to enable you to carry on your works as quickly as possible—have you the labor at hand, or can you procure a sufficient amount of labor in the Colony, without importing it, to enable you to get on so quickly with the work as you have stated? At that time and now I can.
869. You could at the present time? Yes.
870. *By Mr. Parkes*: I think I noticed that you brought into the Chamber a piece of rock with you? Yes.
871. Have you got it there? Yes.
872. Will you just shew it to us? Yes. (*The witness exhibited the piece of rock referred to.*)
873. Is that the material which you complain of as being charged as earth? Yes.
874. What I want you to do is, to describe to the Committee the appearance of that material in the cutting where the Railway Authorities insist upon its being charged as earth—whether it is in broken strata or in one mass; and if in mass, describe about the size of it, as near as you can? We have about 8 cuttings where we meet with this, about 8 feet below the surface. We have (say) 4 feet of earthwork—that is dirt, 4 feet of shaly stuff that can be picked, and about 20 feet of rock as solid as this. This is what they call shale, and I call it hard rock.
875. Is the 20 feet, down to the level of the cutting, one solid rock, without any fissure or break of any kind? Nearly so.
876. Have you to blast it? Oh, yes.
877. Is it as difficult to blast as sandstone? Worse, a great deal.

878. Upon this Southern Line Extension do the timber bridges extend to a certain distance, and then after that distance are they all brick culverts;—do the wooden bridges extend to a certain distance, and then uniformly all brick culverts? Yes, that is to say from Campbelltown to Menangle they are all wooden viaducts, with the exception of two or three; all the rest from Menangle to Picton, are brick culverts. A. Rhodes,
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879. Are the bridges which extend from Campbelltown to Menangle, whether over a large watercourse, or over a mere blind creek—are they all bridges alike? The same plan for them all.
880. The piers or supports, whether 7 feet or 30 feet, are the same size? Yes.
881. And the same distance apart? No, not the same distance; some are not so high, nor so wide.
882. Beyond that distance they are brick culverts? Yes.
883. Is it a brick culvert at Harris's Creek? Yes.
884. Will you state the depth of Harris's Creek? About 70 feet—76 feet.
885. Is Harris's Creek the outlet of a large collecting ground that lies up above it? Yes, of a great extent of ground.
886. A large extent of country that collects flood waters? Yes.
887. The creek itself is 76 feet deep? 76 feet 4 inches.
888. And that is a brick culvert? Yes.
889. It is a brick culvert of 5 feet? It was only 5 feet, and now it is altered to 10 feet.
890. Was it altered on your representation? I mentioned that some of the brick culverts would not take all the water away; I do not know whether I mentioned that place.
891. Can you mention the length of the culvert from one side to the other? 227 feet.
892. That is the length of the embankment—the length of the culvert I mean, through the embankment? I have not got it exactly; the embankment is 247 feet in length.

APPENDIX.

I.

COPY of a letter from Mr. Brassey to Mr. Rhodes, suggesting an arbitration.

*Westminster, 4, Great George-street,
19 December, 1859.*

My dear Sir,

I regret very deeply to learn by your favor 13th October, that you are still unable to come to any amicable settlement with Mr. Whitton and the Government.

At this distance it is quite impossible to offer any practical advice to remove the difficulties. Of course, if you even arrange to make such a settlement as will cover your outlay and the plant sent over, I shall prefer your doing so;—for it appears almost impossible to carry on the works to the mutual satisfaction of the Government and ourselves. I trust, however, that some arrangement may be reported in your next letter. The cause of your departure from this Country to Australia was attributable entirely to a contract entered into between the Government and Mr. Gabrielli, acting for Sir S. M. Peto, which proviso contract, as I understand, Mr. Whitton and the Government desired to have very important changes made. Amongst them to withhold from the contractor the use of the rails for the execution of the work, a condition which, if it had been made in the preliminary contract, would have spared all the annoyance;—for it is clear I should not, under such conditions, have thought of sending you or the plant to Sydney. Supposing this letter to have come to hand before you have settled your difficulties (very unlikely) I would suggest that the provisional contract entered into by Mr. Gabrielli, be taken as an agreed base of arrangement between the Government and the contractors, and that all changes therefrom be the subject of arbitration, to be decided by a competent person to be selected by the Foreign Minister, the Speaker of the House of Commons, or the Chairman of the Institute of Civil Engineers in London, at the option of the Colonial Government. Such a proposition cannot be otherwise than acceptable to the Colonial Government authorities in Sydney, and, I trust, put an end to all further discussion.

Believe me, &c.,
THOMAS BRASSEY

II.

ARTICLES OF AGREEMENT made the _____ day of _____, A. D., 1859, between Sir Samuel Morton Peto, of _____ Hall, in the County of Suffolk, in that part of Great Britain called England, Baronet; Edward Ladd Betts, of Preston Hall, in the County of Kent, in England, Esquire, and Thomas Brassey, of _____ Square, in the County of Middlesex, Esquire, trading under the firm of Peto, Brassey, and Betts, of the first part,—and The Commissioner for Railways, a corporation sole, created by the Act of the Legislature of New South Wales, passed in the 22nd year of the reign of Her Majesty Queen Victoria, No. 12, acting for and on behalf of the Government of the said Colony, of the second part.

WHEREAS it hath been agreed between the said parties hereto of the first and second parts respectively, that the said parties hereto of the first part shall perform and execute all the works required for the construction of an Extension of the Great Southern Railway, in the said Colony, from Menangle to Picton, as shown in the plans now deposited in the office of the Commissioner for Railways at Sydney, and according to the specifications hereto annexed, marked A, C, D, and E, at or for the prices set out in the schedules hereto annexed, marked B and F.

Now these presents witness that the said Sir Samuel Morton Peto, Edward Ladd Betts, and Thomas Brassey, hereinafter styled or referred to as the "contractors," for themselves jointly and severally, and for their respective heirs, executors, and administrators, do and each of them doth covenant, promise, contract, and agree with and to the Commissioner for Railways, the party hereto of the second part, his successors and assigns, in manner following, that is to say,—

1. That the contractors, their executors and administrators, shall and will, for the considerations herein mentioned, construct, make, do, perform, execute, complete, and perfect, on or before the 21st day of June, 1861,* all and every the works required in constructing a single line of railway from a point

* The contractors are, however, to be entitled to such further time beyond this date as may have been or may be occasioned by the default of the Engineer's department in furnishing the plans, &c.

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point near to the Nepean River, in the parish of Menangle, county of Cumberland, marked B on the proclaimed plan of the Extension of the Great Southern Railway to the point near to the town of Picton, in the parish and county of Camden, and Colony aforesaid, marked D on the said plan, being a distance of thirteen miles more or less, and shall provide all material, labor, scaffolding, tools, implements, and every other thing requisite and necessary for the full and proper completion of all the earthwork, brickwork, timberwork, and ironwork required in constructing the said railway in accordance with the plans thereof in the office of the Commissioner for Railways, and with the specification hereto annexed, and also to the satisfaction in all things of the Engineer-in-Chief for the time being of the Commissioner of Railways.

2. That the earthwork, brickwork, timberwork, and ironwork, shall be done, supplied, perfected, and completed by the contractors; for the earthwork and brickwork, per cubic yard; for the timberwork, per cubic foot; and for all ironwork, including straps and bolts, at per lb., at or for the prices named in the schedule marked B, and attached hereto, and that in addition to the said earthwork, brickwork, timberwork, and ironwork, all other works which are or shall or may be requisite to complete and finish the said extension of the Great Southern Railway from Menangle to Picton, and which shall be performed in accordance with the specification marked C, D, and E, and be paid for at the prices named in the schedule marked F attached hereto, and any work not included in the specifications A, C, D, E, and in the abovenamed schedules B and F, shall be performed according to specifications to be prepared by the said Engineer, and at prices to be agreed upon between the parties to these presents before commencing the said work, but if it should happen that the Commissioner for Railways and the contractors shall not agree as to the price to be paid for such works; the contractors shall execute the same to the satisfaction of the Chief Commissioner, and the price shall be decided by arbitration, in manner hereinafter mentioned: Provided, however, the Commissioner of Railways shall have fixed a fair and reasonable price, and the contractors shall have refused to perform the work at that price. The contractors shall find all materials and labor, and the work shall be paid for at the net measurement; the prices named in the said schedule including all materials and labor.

3. The land inside the fences of the railway may be used for the purpose of carting materials, &c., on to the line; all damage that may be done to any land, not actually the property of the Commissioner for Railways, must be paid for by the contractors, whether such damage be caused by the carting of materials or the straying of cattle, in consequence of the destruction by the contractors or their workmen of the original fences, or the fences alongside the railway erected by the Commissioner for Railways, or by any other cause connected with the construction of the works.

The works will be set out for the contractors.

6. All measurements of works shall be made according to the actual dimensions notwithstanding any general or local custom to the contrary.

7. The contractors shall, on or before the 21st June, 1861, complete the whole of the works comprised in this contract.

8. The plan, which is drawn to a scale of 2 chains to an inch, shews the course of the line, the centre red line represents the line of stakes which are driven down at intervals of one chain. These stakes are in the centre for a double line of railway, but as the line is at present intended only for a single way, the actual working centre will be 5 feet 6 inches on the east side of the stakes, and shewn by a blue line on the working drawings and cross sections.

9. The section which is drawn to a horizontal scale of 4 chains to an inch, and a vertical scale of 40 feet to an inch, represents the surface of the ground (in black), and is taken along the centre line shewn on the plan in red; the upper or blue line represents the upper surface of the rails when laid; the lower or red line represents the level of the bottom of the ballasting or formation level of both cuttings and embankments, and is 2 feet below the blue line.

10. The other plans, sections, and drawings, represent generally the form and dimensions of the several works where any discrepancy exists between the dimensions as indicated by the scale, and those marked in figures. The figures are to be considered as correct, and are to be taken in all cases in preference to the measurements by the scale attached, and if there should likewise be any discrepancy between the figures or dimensions or the form of construction, or the material as indicated in the drawings and the dimensions and material given in the specifications, the directions of the specifications shall be adopted, and in all cases of defective description or of any ambiguity, the explanation given by the Chief Engineer of Railways for the time being, shall be binding upon the contractors; provided the contractors shall not have incurred expense thereby. Also, anything contained in the drawings or in the specifications shall be equally binding as if it were contained in both.

11. No addition, reduction, or alteration shall in any way vitiate or set aside the contract; but any addition, deduction, or alteration shall be measured and allowed for according to the schedule of prices annexed to the bond, or if not provided for in the said schedules then at a price to be agreed upon at the time.

12. The said specifications hereto annexed, marked A, C, D, and E, and the said schedules, marked B and F, shall be taken to be, and be read as incorporated in and forming part of this contract, and the conditions, stipulations, and directions therein contained, and on the part of the contractors to be performed, shall be observed, performed, and kept in all things by the contractors as if the same had been written in and formed part of these presents.

13. If from any delay, default, or other cause whatsoever on the part of the Commissioner for Railways, the progress of the said works shall be stopped or retarded, the only effect of such delay shall be that the contractors shall be allowed a like amount of time in finishing and completing this contract, and pay the contractors all losses or damages accrued thereby, which shall not otherwise be affected thereby.

14. All works under this contract shall be made, done, finished, and completed, and materials found and provided to the satisfaction of the Commissioner for Railways; and wherever the term Engineer is used in these presents, or in the said specification, it shall be taken to mean the Engineer-in-Chief, for the time being, of the Commissioner for Railways.

And the Commissioner for Railways, in consideration of the premises for himself and his successors, covenants, contracts, and agrees with the contractors that they their executors and administrators well and truly performing the said works, and performing all covenants in respect thereof on their part; the Commissioner for Railways and his successors shall and will pay to the contractors, their executors and administrators for the said works, at and after the rate of payment mentioned in the said schedule hereto annexed, or where there shall be no prices fixed in the schedules, then a fair and reasonable sum for the works so performed.

That the said Commissioner will sell to the contractors, at a fair price or valuation, all or any plant or implements in his possession, which he can, without inconvenience to the public service, spare, and also allow and permit the contractors to use all such rails and chairs as may be necessary for the performance of the works, the said contractors paying to the Commissioner for Railways for the use of all rails and chairs used for temporary purposes after the rate of 10 per centum per annum upon their value, the contractors agreeing, on their part, that, if any rails or chairs shall be destroyed, injured, or rendered useless, the contractors will pay for the same at the price fixed as the value of the rails or chairs when taken to by the contractors, and from which the calculation of 10 per cent. is made. It being understood that the interest is not chargeable on rails when permanently laid; all rails, whether for permanent or temporary use, shall be delivered at the nearest terminus to the railway works contracted for.

The Commissioner for Railways will allow Mr. Willeox, the agent for the contractors, a free pass over all the Government lines, and a free pass for one agent upon the line between Sydney and Campbelltown while employed upon the construction of this Railway.

And

And lastly it is mutually agreed and declared between the parties hereto of the first and second parts respectively,—

That payments shall be made for the work done under this contract once in every month, on the engineer's certificate, as the work proceeds, in the proportion of 90 per cent. upon the work actually executed, and materials delivered, and that the remaining 10 per cent. shall be made within one month after the Chief Engineer of the Commissioner for Railways has certified that the works have been completed to his satisfaction. Provided that it shall not be necessary or a condition precedent to any action, and his not refusing to give a certificate shall not preclude the contractors from bringing their action against the Government.

That all payments to be made for works done under this contract shall be made at the option of the Commissioner for Railways in cash, or in Debentures to be issued by the Government of New South Wales, bearing interest at the rate of 5 per cent. per annum, payable at twenty-five years from the date of such Debentures being taken at 2 per cent. discount off the amount therein stated (that is to say,) at £98 for the £100.

In witness whereof the said contractors, parties hereto of the first part, have hereto set their hands and seals, and the Commissioner for Railways has hereto caused his common seal to be affixed the day and year first before written.

Signed, sealed, and delivered by the said Sir Samuel Morton Peto in the presence of	}	(L.S.)
Signed, sealed, and delivered by the said Thomas Brassey in the presence of	}	(L.S.)
Signed, sealed, and delivered by the said Edward Ladd Betts in the presence of	}	(L.S.)

A. Rhodes,
Esq.
24 April, 1860

III.

Sydney, 22 September, 1859.

In the matter of Peto, Brassey, and Betts' Contract with the Commissioner of Railways.

Dear Sir,

I return herewith the Agreement and Specifications, with such alterations as Mr. Rhodes and Mr. Willcox have suggested.

One principal and general objection is, that the contract is unnecessary, as the agreement is fully set out in the correspondence which has taken place between Mr. Rhodes and the Government, which appears to me to be amply sufficient for the protection of both parties.

The specification is an unusual proceeding in extensive contracts, the contractors of which are bound by the terms of the agreement to perform their work satisfactorily before receiving payment, and although in little contracts a contractor may put himself entirely at the mercy of the engineer—it cannot be so expected in large ones. Indeed in a late case in England the Judges animadverted strongly upon the folly of persons entering into such one-sided contracts.

Mr. Rhodes is, however, prepared to enter into any agreement on the part of Messrs. Peto, Brassey, and Betts, which shall have the effect of binding them to perform the work in a satisfactory manner.

I cannot conceive the necessity of repeating clause by clause the same matters in both the agreement and specification. I have, therefore, struck out one set of clauses from the specification leaving corresponding one in the agreement; but it is immaterial to me whether they shall be in the specification or in the agreement.

We agree to paragraph No. 1, except that the contractors will not bind themselves to complete by the time mentioned, as by the delay of the engineer in not delivering the plans according to agreement (the whole of which, even at the present time, are not delivered) they cannot *now* fix the amount of damages they have sustained, nor the extra time they may require in consequence.

The last three months, it will be remembered, have been most favorable for them, but this may not continue.

They will, however, do their utmost to complete the contracts within the time if possible, provided they have a sufficiency of rails and chairs.

The contractors would prefer that the Chief Commissioner should be the person to whose satisfaction the work should be done; subject, nevertheless, to the arbitration clause in case of difference, as hereinafter contained.

[No. 2.]—"For wrought iron straps, bolts, &c.," substitute "Ironwork, including nuts, bolts, and straps," as stated in the schedule, which, therefore, comprises every description of ironwork.

I propose to strike out the words "The Commissioner for Railways may, in such way as he may think fit, cause the said to be constructed, without reference to the said contracts," and substitute the following words:—"The contractor shall execute the same to the satisfaction of the Chief Commissioner, and the price, in case of difference, shall be decided by arbitration in manner hereinafter mentioned."

[No. 3.]—This clause must be struck out, it is at direct variance with the agreement contained in the correspondence, and would give the engineer power to dismiss Mr. Willcox or Mr. Rhodes.

[No. 4.]—The contractors cannot accede to this clause,—*First*, Because it substitutes an *indefinite* period for the delivery of possession of the railway land for the *definite* terms before agreed to. *Secondly*, With respect to the liability for damages occasioned by the destruction of the original fences, referred to in this clause, the contractors cannot undertake this liability, as in a large portion of the line the Government have taken the fencing into their own hands, and if it should be necessary, in the formation of the line, to pull down the cross fences, the Government may not have their side fencing performed, and the contractors would, in fact, render themselves liable for the default of the Government. *Thirdly*, They cannot be liable for any damage done by their workmen, except by their order, or in the prosecution of works by their order.

Mr. Rhodes and Mr. Willcox object also to the last part of the clause, which provides that the work shall be *set out* for the contractors, and that if the work is incorrectly set out they are to be liable for the error of the Government.

I have no objection to agree that the work shall be properly executed *according to such setting out*; and that if it should be improperly set out, and require alteration, it must be at the expense of the Government, by whose fault it occurred.

We need not anticipate that the Government Engineers will set out the work improperly, but certainly, if they do, they and not we should bear the loss; we shall also require to be furnished with the length of piles.

[No. 5.]—We refuse to accede to this.

[No. 6.]—Agreed to.

[No. 7.]—Objected to for reasons stated as to clause No. 1.

[Nos. 8, 9, 10, 11, 12.]—Agreed to.

In 13 substitute the following—"If from any delay, default, or other cause whatsoever on the part of the Commissioner for Railways, the progress of the said work shall be stopped or retarded, the contractor

A. Rhodes, Esq.
 24 April, 1860. "contractor shall be allowed such further or other time as may be equivalent to the time so lost, calculated with reference to the price of labor and state of the labor market at the time of the loss, and he also entitles to such compensation for the loss and damages occasioned by such delay, to be decided on by arbitration in case of difference."

[No. 14.]—Substitute the Chief Commissioner for the Chief Engineer, and provide that it shall not be a condition precedent to the contractor's right to recover from the Government, either by arbitration or in the courts of law.

In the paragraph relating to the payment for the work, I propose to add after the words "Schedule hereunto annexed," the words "Or where there shall be no prices in the schedules then a fair and reasonable sum for the work so performed."

I also propose to alter the succeeding paragraph, as to the rails, namely,—That the contractors shall be allowed all such rails and chairs as may be necessary for the performance of the works. Mr. Rhodes informs me that he always expected this, and that he could not have tendered at the price he did unless he felt sure that he would be allowed them; and he further informs me, that the works cannot be done within four years unless he has them.

I proposed to add to this clause the usual and customary clause, and which I have extracted from a specification of Mr. Lock, the President of the Institution of Engineers in England:—

"It is intended to lay a single line of railway. The rails, chairs, spikes, keys, and sleepers, will be furnished by the Commissioner for Railways, and delivered to the contractor. The contractor will be required to give a receipt for them at the time of delivery, and must be responsible." "Should any of the rails or other materials be in any way injured by temporary purposes, the contractor shall compensate the Commissioner for the whole amount of the injury done."

Or the following one, from the specification of Mr. Jee, an engineer of great practice and repute:—

"The rails will be used temporarily during the formation of the cuttings and embankments, for the purpose of conveying the materials. They must, however, be kept in good repair and condition, so that the rails may not be injured, and they will not be allowed to be used within 100 feet of any face in the cutting, but for this purpose temporary rails will be provided by the Government (Spanish)."

In connection with the question of rails, and in order that there may be no mistake as to a custom universally practised in England, I propose the following clause:—

The contractors are to be at liberty to lay the permanent road on formation whenever a quarter of a mile of formation is done; and the contractor shall also be allowed to use such permanent road without any charge being made for the use of the same.

The price for the damaged rails should not be their cost in the Colony, except when new rails are given—but the value of such rails as fixed, and on which the 10 per cent. is payable; no interest to be charged for the rails when laid permanently, and all rails must be delivered at the terminus of the contractor.

With respect to the payment of the final 10 per cent., which is made payable on the certificate of the engineer only, I have no objection to this, provided that the obtaining his certificate shall not be made a condition precedent to their right to recover from the Government the amount claimed to be due by them, in the event of the Chief Engineer, from any particular motive, refusing to give such certificate.

The certificate to be given as soon as any one of the four portions contracted for is ready for public traffic, as far as the contractors are concerned.

In the event of dispute, all matters to be referred to arbitration, to one person to be named by the Government, one person to be named by the contractor. These two to select a third arbitrator, who shall decide in case of difference.

J. Williams, Esq.,
 Crown Solicitor.

I have, &c.,
 R. J. WANT.

C.

FRIDAY, 27 APRIL, 1860.

Charles Fowler, Esquire, called in and examined:—

- C. Fowler, Esq.
 27 April, 1860.
 1864 & 5.
893. *By Mr Parkes:* You are a Civil Engineer? I am.
 894. How long have you followed that profession? About eighteen or twenty years.
 895. Where did you acquire your profession? By being engaged in numerous extensive works in England and Scotland.
 896. Can you name any of the works on which you were engaged? The Sheffield and Lincolnshire Railway—I was engaged in laying out that line; in making the Parliamentary work, the drawing of bridges, among which we had two of the bridges over the River Trent, one of 150 feet span, near Gainsborough; that bridge was designed by me, and was the first large wrought iron bridge that was erected previous to the Menai tube.
 897. When was that? In 1855-6.
 898. When did you arrive in the Colony? About two years ago. I was employed on a number of other works—
 899. I believe you are not filling any particular situation in this Colony, are you? No; I am not engaged by Messrs. Peto and Company or their agents, nor am I influenced by them in any way.
 900. But you have been, on some particular occasions, employed by Mr. Rhodes? Yes; some time ago Mr. Rhodes sent to me a plan of the viaduct 23-65 on the Picton line for report, and I wrote him a short report, assuming that his object was to enter a caveat—
 901. Is that the viaduct which has been so much talked of? Yes, near Glenlee. Assuming his object to be to enter a caveat that he would not be responsible for the work, either as to its having sufficient strength or durability. It is customary for contractors, if they think certain of the works planned are not sufficiently strong, to enter a caveat, in order that the

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onus may not be thrown upon them in case of failure. I have also been consulted by Mr. Rhodes on —.

902. Before you leave the viaduct, will you look behind you, and say whether that is a model of the viaduct? (*The witness examined a model.*) There are no cross-ties at the end (as in the model exhibited), they do not belong to it. (*The witness produced several plans, and examined the model with the plans.*)

C. Fowler,
Esq.

27 April, 1860.

903. *By Mr. Gray:* Is that a drawing of the viaduct? That is a drawing of it. I do not know whether the model is correct to scale, but it appears to represent the viaduct, except the ties.

904. *By Mr. Parkes:* Can you describe the situation of that viaduct? Yes.

905. *By Mr. Kemp:* Where did you get the drawings from; are they your own tracings? Mr. Rhodes gave them to me; they are from the Railway Department.

906. *By Mr. Parkes:* Can you describe the situation of the viaduct so that the Committee may understand it? It is near Glenlee House.

907. On this side? On this side, ^{very}near.

908. There are two viaducts near Glenlee House? Yes; it is the one nearest this way.

* Should not be inserted.

909. There is a curve in that viaduct, is there not? Yes, of 90 chains radius.

910. Would you be kind enough to describe the danger of a curve in a bridge, in what way it is dangerous in travelling by a steam locomotive? The effect of a curve is, of course, the centrifugal force of a heavy train at high velocity pressing upon the outer rail,—consequently, the pressure upon the viaduct will be upon the outside of the curve; but that curve is very slight, it is a curve of 90 chains radius.

911. As a point of engineering, is it desirable to avoid any curve whatever upon a bridge, if possible? Bridges are generally made sufficiently strong to render a small curve of no consequence; it is the usual practice.

912. Will you describe to what extent the danger arising from this curve is increased by the viaduct being upon an incline of one in seventy,—is that so? The danger, no doubt, in running down an incline is that if an engine-driver be a little behind time he will go at a high speed, and the train will be more unsteady in going down the incline than in going up it.

913. Would you be kind enough to state your opinion as a professional man of the safety of that kind of construction,—that is, a viaduct of that length erected upon piles 31 feet 6 inches high and only 12 inches in diameter, with no intermediate supports of any kind, and 20 feet apart each? The danger of that viaduct, I believe, has never been stated to be an immediate danger. In the correspondence, which I have carefully read through, none of Mr. Rhodes' remarks tend to that, but to this, that the vibration ~~of the rail~~ caused by the passage of the train, the roadway being fastened only to the head of the piles by two jagged spikes, between a space of forty feet, the vibration caused by the passage of these trains would destroy these iron spikes or render them loose; consequently, in no great length of time, if the traffic were heavy, the road would get out of order and cause an accident. The danger is that there is no strut, no shoulder to it, as is usual with bridges in England. I do not contend that there would be any immediate danger, and it might be perceived before the danger arose that the bridge was not sufficiently strong, and it might then be strutted; but if it were neglected, the line might be turned over to other hands, and the thing be forgotten. It is not often that an Engineer-in-Chief who constructs a line remains in charge, or that he is afterwards consulted, so that a matter of the kind might be overlooked.

* Should not be inserted.

914. Do we understand that from the ordinary wear and tear of the line, and the effect of atmospheric influences, the bridge would shake to pieces, as it were, in the course of a short time? In a short time if there were heavy traffic on it.

915. And it would give way? If not attended to.

916. Is that your opinion? It is.

917. Have you personally inspected that particular bridge? I have inspected the drawing and situation.

918. Have you been on the spot? I have.

919. Have you examined the country round about there? Yes, in the immediate neighborhood.

920. Have you examined the watershed—the area of ground that would collect flood water that would be carried off by that bridge? Yes.

921. Have you measured it? Mr. Rhodes has had it measured. It is, I believe, about 480 acres—a very small area.

922. Is a bridge of that kind necessary for carrying off the flood water that might be collected? It is not at all required, and would not be if there were ten times the amount.

923. Has the amount of water been estimated, upon any reliable ground—upon any meteorological data? Yes. After Mr. Rhodes had had the areas of these collecting grounds measured, he brought them to me, and asked me to calculate the discharge of different sized culverts; and he based his estimate of substituting brick culverts and bridges instead of timber viaducts, on three times the amount of discharge—to give three times the capacity required ^{of the greatest known rain-fall over the watershed—substituting brick bridges for} these wooden ones.

924. That is, you measured the ground, and calculated the collected flood waters by the heaviest rain-fall known in the Colony? In twenty-four hours in the Colony.

925. Will you state the result you arrived at, as to what kind of bridge would be necessary to carry off the water? As to the water there, a seven-foot culvert would take it off; in fact, the last heavy flood was measured by some of Mr. Rhodes' agents, and they came to the conclusion that a five-foot culvert would take it all off.

926. You measured the water running on that level? They measured the section of the water running there at the last flood.

- C. Fowler, Esq. 927. Does that viaduct extend over a kind of valley—a level valley? Yes.
928. Is there any creek there? It is very slight indeed—scarcely perceptible.
929. *By Mr. Windeyer*: Is there any regular watercourse? It is scarcely perceptible.
- 27 April, 1860. 930. *By Mr. Parkes*: I think you were about to say, that you have examined other works of the Southern Railway Extension? Yes.
931. Have you examined that portion of the line near Spaniard's Hill, as it is called? Yes, I have been there.
932. On this side? I have not been on the line, but I have been close to it, on this side Spaniard's Hill.
933. Have you examined a place where a wooden bridge is to be erected, but where originally it was intended to have had brick culverts? Yes, I saw it from a short distance off—I was not on the ground.
934. Do you know what was done in that case—in the case of the bridge on this side Spaniard's Hill? I believe the wooden viaduct has been substituted for a culvert. So I was told. Of course these things do not come direct to me from the office.
935. You do not know of your own knowledge? No.
936. Do you know a creek called Harris' Creek on this Extension? Yes.
937. Do you know what kind of crossing is to be erected there to carry the railway over the creek? Yes; it is an embankment of 76 feet depth, with, now, a ten-feet culvert; it was a five-feet. The ten-feet culvert has an arch two feet three inches thick; the five-feet culvert had an arch eighteen inches thick.
938. Will you describe the character of the country near Harris' Creek? Where the line crosses it is only a crack in the strata. There is an extensive collecting ground above, and a good quantity of water in Harris' Creek.
939. Is the natural collecting ground above Harris' Creek much larger than that you have just spoken of? Yes; much larger.
940. The creek itself is a steep gully? A steep gully.
941. Is it sandstone? Where the line crosses.
942. What is the length of the top of the embankment, from side to side, across the gully? About 140 yards.
943. And the embankment itself you said was—? 76 feet 6.
944. Originally I think you said there was to have been a five-feet brick culvert there? Yes.
945. Do you know the strength of the culvert, as originally designed? It was an eighteen-inch arch.
946. Will you describe it by the number of bricks? Four rings, the half of a brick being four and a-half inches; four bricks would be eighteen inches.
947. That is now altered to a ten-feet culvert? Yes.
948. What will be the length of that culvert through the base of the embankment? 86 yards; 84 is the net distance, but we always allow a yard at each end for wing walls, &c.
949. Do you think a larger quantity of water, in time of flood, will come down this creek, than could possibly come under this viaduct, (Glenlee)? Certainly not.
950. Would there be a larger quantity of water to run off? Yes; the collecting ground is larger.
951. The natural weight of the water I am speaking of? Yes; the natural weight of the water is far greater than what would come through this side of Glenlee.
952. The weight of water to be carried off by this brick culvert at Harris' Creek is far greater than could ever arise to be carried off by this wooden viaduct; is that what you mean? Yes.
953. Can you state to the Committee the reason why a brick culvert is erected in Harris' Creek, with a deep embankment, and a wooden viaduct of that description which you pronounce to be so dangerous near Glenlee. Is there any necessity for this in the formation of the country? There is no necessity at all. I should have thought a viaduct at Harris' Creek a more likely construction than a culvert, or a couple of arches, for a roadway, more likely for that place. I cannot imagine any reason for putting a culvert at Harris' Creek, and a long viaduct at Glenlee.
954. Are you of opinion, as a professional man, that the ten-feet culvert, now ordered at Harris' Creek, will be sufficient for carrying off the water? I have not had the means of ascertaining, correctly, at Harris' Creek, what is sufficient, inasmuch as I have not had the means of making an hydraulic calculation to arrive at a result, but at the last flood the water appears to have reached 18 feet high.
955. You saw the flood marks? Yes.
956. Is the danger of bursting increased or lessened by the length of the brick culvert? I do not think there is much in that.
957. You said, I think, that a viaduct would have been a better structure at Harris' Creek? I should say so.
958. What kind of viaduct would you have ordered if you had been engineer? I should have made the viaduct there for a double line, stone part of the way up, and brick the rest; there is plenty of good stone.
959. Stone piers? Part of the way up, perhaps twelve feet high, and then have built a brick structure above it.
960. For a double line? Yes.
961. Can you state roughly what would be about the expense of the culvert and embankment proposed there—the ten-feet culvert? The ten-feet culvert would cost somewhere between £4,000 and £5,000—nearly £5,000.
962. Can you form any rough estimate whatever, what would be the cost of such a viaduct as you talk of—of brick and stone? I should say it could be built for a double line at about the same cost.

963. A substantial viaduct for a double line at about the same cost as this culvert? ⁶ Yes.
964. Going back to the viaduct on this side Glenlee House, what would be the difference of cost and durability, supposing brick arches were built with a solid embankment, which you say would be sufficient for the purposes required there—what would be the difference in the cost of a construction of that kind at that particular place? I really cannot say at that particular place what was the difference of the estimate. In a letter to the Commissioner of the 3rd October last, Mr. Rhodes made a *bond fide* offer to construct from Campbelltown brick bridges or culverts in lieu of these timber structures, and to satisfy the Commissioner as to their capacity, and to uphold them for twelve months. I forget the individual cost of that one, and perhaps I ought not to divulge it if I did not, as it belongs to Mr. Rhodes' private documents; but he ascertained by going about in a proper manner what would be required, and satisfied himself that he was capable of making that tender to substitute brick in lieu of timber; and to shew that he was in earnest in making that offer, he proposed to uphold them for twelve months, and to satisfy the Commissioner, he included the roadways, gave sufficient capacity for the discharge of all the water that might come down, and three times the quantity.
965. In this letter of the 3rd October, which I presume you have seen, did Mr. Rhodes offer to satisfy the Commissioner from an examination of the country and from calculations that the culverts he proposed would be sufficient? Yes; he offered to satisfy the Commissioner as to their sufficiency.
966. Have you seen the correspondence printed by order of the House, and published, between the Commissioner of Railways and Mr. Rhodes? Yes.
967. Is that letter in it? Certainly not; it is not included in that, nor in the papers laid on the Table of the House by the Minister for Works the other evening.
968. Have you been familiar with the correspondence that has been going on between Sir Samuel Peto and Co.'s agent and the Government? Yes.
969. Are there other letters of importance not included in that printed correspondence? Yes, a great number of other letters are not included in the printed correspondence.
970. You have seen the correspondence? Yes.
971. And are acquainted with the case? I have read all the correspondence.
972. And are acquainted with the case? Yes; I was called in by Messrs. Rhodes and Willcox with reference to these disputes.
973. In your opinion, knowing the nature of the dispute and of the correspondence, do you think the letters which have not been published are necessary to a thorough understanding of the whole case? Certainly they are, as far as the whole truth of the case is concerned. I should say, perhaps, the Government would prefer, or ^{the} this department would prefer, that the whole of the letters should not be published, but that they should publish only what makes for their own case, and ⁷ should leave out the rest.
974. Having reference to the letters which have been published, and to those not published, do you consider those which have not been published of more or of less importance? I consider those not published of more importance than those published, decidedly.
975. If you were an entire stranger to the merits of this dispute, and had to form an opinion of it from the correspondence published, could you form an accurate and correct opinion? No, certainly not; it is impossible to form a correct opinion if you take part of a correspondence, and leave the other part out.
976. With respect to these wooden bridges—would you state, as nearly as you can, what is the smallest, and what the largest? Do you mean the span and height?
977. Yes? I find one here of 10 feet high with 12 feet openings; another of 11 feet 6 inches high, with 12 feet openings.
978. We will stop at that one 10 feet high, where is that? The one 10 feet high with 12 feet openings is 21 miles 74 chains; the one 11 feet 6 inches high, 12 feet openings, is 20 miles 77 chains.
979. Are these wooden bridges, one of which is 10 feet high, and the other 11 feet and a half high, all of timber, of the same dimensions as the one near Glenlee? Yes; the piles are 12 inches diameter.
980. They are all of the same timber? Yes.
981. All the piles of 10 feet and 11 feet and a half are 12 inches square just the same as the 31 feet 6 inches piles? Yes.
982. And they are 12 feet apart, while the 31 feet 6 inches piles are 20 feet apart? The piles that are nearly 32 feet above the ground are 20 feet apart, while the 10 feet and 11 feet 6 above the ground have 12 feet openings.
983. When the object is to gain strength in a wooden structure of this kind, is it not your opinion, as a professional man, that the longer the piles in such a case the nearer they should be together, while the shorter piles need not be so close together? No doubt the more you have of them the stronger the structure.
984. Is there any reason that you can explain why these short piles are only 12 feet apart, while the long piles are 20 feet apart? None whatever; the roadway is the same, and the timber of the same thickness.
985. Will you explain to the Committee where those wooden bridges are mostly situated along the line? From Campbelltown to Menangle.
986. Does Peto and Co.'s contract commence at Campbelltown? On the Southern Line.
987. Could you state the point where it commences? It commences close to Campbelltown.
- They took the work that the Government had in hand; they took it off their hands, so that they may be said to commence at Campbelltown.
988. The wooden bridges are mostly between there and Menangle? Yes.

C. Fowler,
Esq.

27 April, 1860.

⁸ And Embankment.

- C. Fowler, Esq. 989. How many are there? Sixteen.
990. Are there any brick or stone culverts in that part of the extension? I do not recollect any—I believe there are none.
- 27 April, 1860. 991. Have you been all along the line to Picton? Not on the line altogether. I have been to Picton.
992. Have you seen the plans and specifications of the whole line? I have seen the plans; specification there is none.
993. Are there any bridges of any kind from Menangle to Picton? One or two have been sent since, I think, in substitution for brick culverts.
994. There are brick culverts there, are there? There have been two plans, I think, sent since, to substitute for brick culverts.
995. Are there bridges of any kind—of stone, or brick, or any kind? I think not.
996. Are there culverts? Plenty of culverts, of course. I think two timber bridges have been sent since in substitution for two culverts.
997. There are several brick culverts beyond Menangle? Yes.
998. Is there any difference in the situation of the country where those brick culverts are, from that where it is proposed to have the viaduct? I do not know that there is any peculiar difference in the country, why they should put brick in one place and timber in the other.
999. I want you to explain to the Committee whether there is any reason arising—any professional or other reason—why brick culverts should be erected in one part and wooden bridges in the other? I cannot conceive any substantial reason whatever. You may obtain bricks very well.
1000. Is there anything in the formation of the country that would require a timber bridge in one place and a brick culvert in the other? Certainly not.
1001. There are two bridges, I think, at Glenlee? One on this side and the other on the other.
1002. What is the wooden viaduct on the other side of Glenlee House? 28 feet high, 20 feet openings, and 239 feet long.
1003. Do you recollect whether any of those wooden bridges are lower than 12 feet high? I mentioned some 10 feet high I think.
1004. I have been told of one 7 feet high, do you recollect whether there is one or not? I think not.
1005. There is a bridge at 23 miles 47 chains on the road—a bridge on piles, about 15 feet high? (*The witness referred to his papers.*) The greatest height there will be 20 feet.
1006. When you examined these works for Mr. Rhodes did you calculate the rain-fall at that bridge, did you calculate the area of the collecting ground? Yes; Mr. Rhodes had it measured; the area of the collecting ground was 320 acres.
1007. What kind of culvert would carry off the flood water by the same calculation at this locality—what would be the necessary size to carry off the largest weight of flood water that is known? About 8 feet 6 would do it—it would give three times the amount.
1008. In your opinion, as an engineer, would brick culverts have been sufficient to meet the greatest supposable flood water at all these places been Campbelltown and Menangle? Mr. Rhodes' offer was to give three times the capacity.
1009. What is your opinion? Certainly you know what you are doing, and it is not necessary to erect an immense timber structure in the midst of an embankment merely to carry off an imaginary amount of water.
1010. Is there any watercourse at any of those places of any formidable character? Not of any large dimensions, certainly not.
1011. What in your opinion would have been the difference in durability between brick culverts and solid embankments and a structure of that description? Brick I suppose to be permanent; it will last for an indefinite length of time; timber in such situations over creeks where there is loose mud, and where the piles are continually damp, would, in the first place, give way at the surface of the ground; and in these situations timber, even if it were ironbark, would not last an indefinite length of time. I have known timber bridges on the Eastern Counties Railway to be dug out with a spade at the end of twelve years. I remember we put a bridge over the River Lune in Lancashire, with laminated arches—that was taken up after eight years—that was built of the best Baltic timber, and I should say that even the best ironbark could not be depended upon to last over fifteen years. It does not follow because a piece of timber in a certain situation has been known to last a long time, that all timber of the same kind will last the same period under different circumstances. We have in England timber that has lasted an extraordinary length of time, still it cannot be trusted upon in railway structures where there is an immense amount of work to be done and where it is placed in positions where it is peculiarly susceptible of decay. Brick bridges would have been of three times the value to the Colony of these timber bridges; because, if a sum of money is laid out at interest equal to the first cost of these timber bridges, it would barely^s renew them, and besides you have the nuisance of stopping the traffic and the inconvenience of the repair.
1012. How long would brick bridges with solid embankments last? They would last, of course, for ever; such bricks as I saw at Menangle; they are solid, well burned bricks, and, I should say, they would last for ever in this country, where there are no frosts to affect them.
1013. They would last a life-time at all events? Yes; they would last many life-times.
1014. And not be so costly? I beg pardon, I did not state that; I said that Mr. Rhodes made a *bonâ fide* offer in his letter, of the 3rd October, to the Commissioner, to substitute brick in lieu of tim for the same sum of money, and to uphold the work for twelve months.

^s Uphold and

1015. Mr. Rhodes would have supplied these structures, which you say would have lasted for ever, at the same cost as the wooden bridges which you say will not last more than fifteen years, and will come down, possibly at the end of three years? If not strengthened; but I should say they will be strengthened after this inquiry.

C. Fowler,
Esq.

27 April, 1860.

1016. What do you mean by that? I mean this: it is the custom of all engineers to make their works capable of resisting four times the strain that is likely to come upon them. The lives of the public are not of such small importance as that this should be left a matter of doubt.

1017. Why should you suppose that these bridges would be strengthened? I have no doubt they would shew, when the trains commenced to run, where the weak points were, and that, consequently, means would then be taken to strengthen them.

1018. You do not mean then that the railway authorities would voluntarily alter them? I should say that they would voluntarily strengthen them without waiting to see their weakness.

1019. In your experience, did you ever see wooden bridges of the character of these sixteen bridges between Campbelltown and Menangle? No, I never saw similar bridges. Frequently, some years back, we erected what we call "timber gearing," which is a wooden bridge something like that, except having struts at the angle, over swampy ground, where the earthwork for embankments had to be carried a considerable distance; but I do not remember, of late years, any such timber structures as I have spoken of having been built. These were properly braced and strutted. They were fastened to the piles by a shoulder, and not straight-jointed as that is.

1020. Do you say that no kind of timber bridges have been built of late years? Yes, but not of the kind I have spoken of.

1021. That kind being superior to this? Yes, they were superior, they were strutted and braced.

1022. Will you go to the model and describe the difference between these strutted bridges and that? (*The witness pointed out, by reference to the model, wherein the difference consisted.*)

1023. Were the wooden bridges in England with which you were acquainted fastened in the same manner; that is, was the roadway secured by iron spikes through the roadway into the top of the piles, and by no other means? They were always firmly fastened together by a sufficient strength of ironwork and bolting.

1024. Are there any iron knees or braces at the top, do you know? Certainly, there were iron knees at the top.

1025. That is, they were not dependent upon these iron spikes alone? Not upon two iron spikes, certainly not.

1026. Did you ever see a bridge of the dimensions of that on a roadway fastened simply by two iron spikes? Thirty feet high! —

1027. *By Mr. Hoskins:* Did you ever see any railway viaduct depend merely upon the fastening of two iron spikes? Certainly not a viaduct of 30 feet high and 20 feet span.

1028. *By Mr. Parkes:* You have stated in evidence that you have been consulted by Mr. Rhodes, have you also been consulted by Mr. Willcox? Yes.

1029. Do you know, of your own knowledge, whether Mr. Willcox is satisfied with the conduct of the Government in carrying out his contract on the Northern Line? Mr. Willcox is not only dissatisfied, but he has expressed himself more strongly, if not so loudly as Mr. Rhodes, on the conduct of the Government.

1030. When you have been in consultation with these two gentlemen, has Mr. Willcox concurred in the terms of Mr. Rhodes' dissatisfaction? Certainly he has. Mr. Willcox, I may say, is quite as disgusted with the conduct of the Government as Mr. Rhodes is, although perhaps he has adopted a quieter course.

1031. Do you know whether the whole of the plans and specifications have been delivered to the contractor? The plans of the Menangle viaduct, the most important work of the line, have not been delivered to him; and as to the specification, there is not such a thing.

1032. Have you examined the whole of the plans that have been delivered? I have had them shewn to me; I looked through them one day with Mr. Rhodes.

1033. You are sufficiently acquainted with the whole of the works on the Southern Railway Extension to form an opinion as to what length of time it would take to prepare the plans and specifications? It depends upon your staff. I should say for this Menangle viaduct, one active, energetic engineer, who knows his business, would make this drawing complete in ten days in brick, stone, iron, or timber.

1034. How long is it since Mr. Rhodes entered upon his contract? I think twelve months.

1035. And he has not had a plan of this viaduct till the present time? He has not till the present time.

1036. You say it could be prepared in ten days? Certainly; in iron, brick, stone, or timber.

1037. I presume you are acquainted with the dispute which has arisen between the contractor and the Railway Authorities as to the use of the permanent rails and chairs? Yes, I have frequently been consulted on that subject, both by Mr. Rhodes and by Mr. Willcox.

1038. Can you state to the Committee whether the works have been retarded by the contractor not having sufficient rails and chairs to carry on the extension? No doubt they have been retarded.

1039. Is it the practice on works of this kind, is it the invariable practice, for the engineer to accommodate the contractor with as large a number of rails and chairs as he requires? Perhaps I can hardly give a direct answer to that. The custom some time ago in England was to execute the works with lighter rails to the cuttings for a short distance, and as soon as the contractor had a quarter of a mile of roadway ready to lay his permanent way upon,

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I never knew the rails to be asked for by the contractor that they were refused by the engineer, for the purpose of running over his dirt wagons and the convenience of making his line. The late Mr. Robert Stephenson in his works in Egypt and in Canada always allowed the use of the rails and chairs to the contractor, and it was the custom of Mr. Joseph Locke to allow their use also upon his lines. Of course, in the event of any accident happening to the rails, if they were damaged by any accident, such as the fall of a lump of rock, the contractor had to pay for them. The contractor is responsible for them, and responsible that they are in a fit state to be put on the permanent way, otherwise the engineer has the power to refuse them. I cannot conceive that there can be any harm done to them; if they are not fit for a bit of temporary work they cannot be fit for the permanent way. A little work will do them no more harm than to allow them to lie and rust by exposure to the sea air.

1040. In this Colony, would it be practicable to carry on a railway contract at all if the use of the rails and chairs were not allowed to the contractor? It would be practicable at a considerable cost; but Messrs. Peto and Company would not be expected to spend £20,000 upon light rails to carry out a bit of contract like this. The Railway Authorities ought to have known that a firm like Peto and Company were not going to carry on this work with Dobbins carts through the mud and mire for a mile or a mile and a half; and when they required the use of the rails they ought at once to have been granted.

1041. With regard to any abuse that might arise from the contractor taking more rails and chairs than they would require, is there not a sufficient security against that in the cost he would be at to remove them from one place to another—would it not be a serious loss to any contractor to remove, and then to replace a larger number of these things than he would absolutely require? Under the present arrangement Mr. Rhodes agrees to pay ten per cent. for the use of them, and therefore I should think he would not take more than he would require.

1042. Independently of this ten per cent. is it not attended with labor and cost to remove, and then to replace them? No doubt.

1043. And therefore no man who knew his business would ask for more rails and chairs than he required? I should think not.

1043. Do you know anything of the contract between Sir Samuel Peto's agent and the Government? Yes. I believe I have had all the papers shewn to me by Mr. Rhodes and Mr. Willcox.

1044. Do you know whether any arrangement was entered into upon the understanding that the contract was to be carried on in the usual way? The contract was to be carried on in the usual manner, inasmuch as nothing was stated to the contrary by either party, and therefore you must take the custom.

1045. You were not present, I suppose, when the contract was made? I was not present.

1046. Did you ever know the use of permanent rails and chairs to be refused to contractors on any railway with which you have been connected? Never. I never heard of such a thing. When the contractor was ready with his quarter of a mile lead to lay his permanent way, I never heard of his being refused.

1047. Do you know any thing about the dispute that has arisen as to whether certain stuff taken out of the cutting should be considered rock or earth? Do you allude to the material Mr. Rhodes had here the other evening?

1048. Yes? I have seen those cuttings.

1049. Will you name some of the cuttings you have examined? Some at Spaniard's Hill, Douglas Park, and several more on to Picton.

1050. Will you describe the character of these cuttings, as you last saw them—when was it you last saw them? I saw those two cuttings at Spaniard's Hill and Douglas Park last Monday. The bottom part of the cutting is decidedly rock; then, as is not unfrequently the case, there is a transition to shale, and then there is a superstratum of earthwork at the top.

1051. The bottom of the cutting was similar to that produced by Mr. Rhodes at the bar of this House? Yes, precisely.

1052. Was it in one solid mass; or will you describe the state in which you found it? It was not in a solid mass like the sandstone in Sydney, but somewhat stratified. Perhaps four feet from the surface would be earth, then you would come to soft shale which would gradually get harder until it came to what might be considered rock—a material that would stand at half to one slope. That is a material which is considered rock.

1053. Will you explain what you mean by half to one? Six inches horizontal to a foot vertical.

1054. When you visited these cuttings at Spaniard's Hill and Douglas Park, how were they carrying on the excavation of this rock? By blasting and so forth, using gunpowder.

1055. As far as your experience has gone, as a professional man, would such work as that be considered rock according to the terms understood in railway works? For a certain height it would be considered rock. The surface is not solid, but part of the bottom is clearly rock.

1056. By what rules are these matters settled generally in carrying on railway works? It is a thing pretty generally understood among engineers what is rock and what is not. I recollect fifteen years ago, or more than that, we had these disputes continually about rock, and Mr. Locke's mode of settling them was, "Will it stand at half to one?" It is not a question of terms, to be settled by a geological book.

1057. Do you know anything about the misunderstanding that has arisen about ballasting? Yes.

1058. Will you explain what it is; what really is the state of the case, and give us your opinion about it? The arrangement that was first made was in the same way as the other contract,

contract, that the work was to be done in the usual manner, where nothing to the contrary was stated. That there should be seven inches of rough stone, five inches of broken stone, and six of boxing up. I saw a letter a short time after where the contractor was requested to take out the stone from the cuttings and pile it up in some convenient form for measurement and deduction. Such a thing I never before heard of; the contractor has the privilege of getting his ballast where he can most conveniently to himself, and if any good material is found on the works he has the privilege of using it, even of using stone for bridges; providing he makes up for the deficiency in the bank from side cutting.

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1059. Will you explain more fully what is the present condition of things with regard to this ballasting? I believe a specification was sent to Mr. Rhodes stating that each stone at this bottom part should be exactly seven inches thick, like the ring of an arch; that Mr. Rhodes refused to assent to, as the contract was not binding. I believe Mr. Want was consulted, and they decided to give it up.

1060. Is it the practice in the construction of railways to use cement in all cases? I never knew cement to be used in railways except in wet places where you might have a spring under a culvert.

1061. Would not the work be better performed by the use of cement? I should say certainly not.

1062. Will you explain why? I would much prefer mortar of the quality produced in the House the other day to any cement. If you put a culvert in cement and then tip a bank on it, the culvert gives way a little and cracks the cement,—that joint never unites again; but if you build it in mortar, as the work dries, although it may have had a little compression it becomes imbedded in its place. A crack in cement is a crack for ever; besides, cement is liable to be damaged in coming from England.

1063. You do not think Government derive any advantage from having used cement instead of good mortar? Not if they pay five shillings a yard more for it.

1064. I understood you to say that it is not so good, in many cases, as good mortar? I would prefer good mortar at the same cost.

1065. Mr. Rhodes stated that in the case of this Menangle viaduct, it being the largest work upon the line, he ought to have been put in possession of the plans and specifications among the earliest plans and specifications delivered to him, so that he might have made his arrangements for carrying out the work according to its magnitude—is that according to the usual practice? Certainly, the plans of the work which will take the longest time should be given first. It is of no use to begin with the smallest works and then to be pushed for time for the large ones; for if there is a large amount of expenditure for plant this is lying idle, and the interest is lost while the large works are not being carried on. These should be at once proceeded with, and then the small works can be carried on at any time.

1066. Is it the uniform practice of eminent contractors when they take a work of this kind to commence upon the more difficult parts first so as to "break the back" of the work as it is called? Certainly, it is far preferable to begin on the heavier works.

1067. You think this work ought to have been in hand a long time ago? Yes, certainly, when a contractor takes a contract he ought to be put in possession of the plans as early as possible, and should not be driven into a corner, as it might be an inopportune time when the large work was required to be erected. He ought to have the privilege of choosing his own time when he could get the work done most advantageously to himself. He might have had weather, or a difficulty in getting labor, and he ought not to be driven into a corner.

1068. Can you state what is the position of an engineer upon railway works of this kind—is he shut up in an office at one end of the work, or does he inspect the works as they proceed? He ought to be a competent man and continually on the works. Where an engineer has so large a business, that he cannot attend himself; he should have some competent deputy to send on the works.

1069. Is it his habit to go over the works with the contractor frequently to inspect the works? Certainly.

1070. With reference to this part of the question, supposing an engineer entrusted with a work of this kind, for some reason or other determines to do nothing more than by the letter of the agreement he is compelled to do, determines to afford no facilities to meet the contractor in no spirit of accommodation, in fact to do nothing except what by law he may be compelled to do—would it be very easy to carry out that work? Certainly not.

1071. Would it be to the interest of a Government or of a Company, whoever might have charge of such a work, that such a course should be taken? Certainly not.

1072. Did you ever know a work where such a course as this was taken, to prosper and get on? That is utterly impossible.

1073. Then in your opinion, if this position were assumed by the engineer, it must necessarily retard the work, and involve the loss of traffic, and the loss of the interest of the money embarked in the undertaking? It is utterly impossible the work can go on favorably, unless the contractor and the engineer go over the work together frequently. The contractor may have to complain of the inspectors, or the inspectors of the contractor? There are a number of things the engineer ought to see from time to time, or be made acquainted.

1074. Are you acquainted with the firm that is represented in this Colony by Mr. Rhodes? Very slightly indeed.

1075. You are acquainted with them by reputation pretty well? By reputation.

1076. Do you think if they had known the state of things which has taken place here, they would have had anything to do with the contract? Certainly not.

1077. No large contractor would? Certainly not; if they had known of one item, the withholding of rails and chairs, they would never have sent out their agent, I am sure of that.

1078. In your experience in England, have you ever known Royal Engineers to be employed in the construction of railway works? Certainly not; never in any capacity.

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1079. In no instance? Never.
1080. Did you ever know an engineer have charge of works of this description on any occasion? Certainly not; the only occasions where I have known Royal Engineers to be employed, have been where they have been engaged by the Board of Trade to inspect railways previously to their being opened to the public. That is a delicate matter, and no engineer would like to meet a brother engineer to find fault with his work. In the case of the Torksey Bridge, the Government Inspector, who was a Royal Engineer, objected to the line being opened, on the ground that the bridge was not strong enough; we tested it, and afterwards gave the results to the Institution of Civil Engineers, who discussed the matter, and carefully calculated every part of the bridge, and found there was no part that was not capable of resisting four times the strain that could come upon it; we afterwards took it to the Board of Trade, who set aside the decision of their own officer who was a Royal Engineer. That bridge was designed, and all the calculations made by myself.
1081. As you have been made acquainted with what Mr. Rhodes is doing, and have inspected the works, can you give any opinion as to whether he could have completed the railway extension to Pictou by September, as he states he could have done? If he had all the plans, and the rails, and every engineering assistance requisite to assist a contractor to get on with his works, so that he would not have things left as matters of doubt and uncertainty, and if no obstructions were put in his way, I have no doubt he could complete it by September.
1082. *By Mr. Windeyer*: About this culvert at Harris' Creek, do I understand you to consider it too small? I have not calculated the area of the collecting ground or watershed.
1083. Judging from the flood marks that you saw? I really have not so examined it as to be able to give an opinion. It might have been backwater that made the flood marks.
1084. How came it to be altered from a five to a ten feet culvert? I do not know I am sure.
1085. The original plan from the Government Engineer was for a five feet culvert? Yes.
1086. *By Mr. Parkes*: Do you know whether there were any culverts planned and directed to be constructed of a certain size, against which Mr. Rhodes, as the contractor, remonstrated? There is a letter of Mr. Rhodes' in the printed correspondence, where he calls attention—
1087. Do you know what page? Page 40. In a letter from the agent of Sir S. M. Peto and Co. to the Engineer-in-Chief, dated 19 July, 1859, I find the following:—"I also observe that some of the culverts will not be large enough for the watercourses. If you could possibly spare time to go over the lines with Mr. Rhodes, we think these matters could be better arranged, and save so much writing."
1088. What was the answer sent to that letter—will you read it? The answer is dated the 20th July:—"Sir,—In reply to your letter of the 19th instant relative to the slopes of the cuttings on the Penrith Line, I have to request that you will be good enough to carry out the works in accordance with the instructions you have already received from this office. No alteration whatever must be made by you either to the slopes of the cuttings, or in the sizes of the culverts. Yours, &c., JOHN WHITTON."
1089. Do you know whether an alteration, in conformity with Mr. Rhodes' suggestions, was made afterwards? After the late large flood, Mr. Rhodes received plans to alter a number of culverts, I think seven of them, from 5 feet to 10 feet; I believe there were seven of them—six besides that at Harris' Creek, for which a special drawing was made.
1090. *By Mr. Windeyer*: Before the Government engineers made these plans, ought they not to have calculated with more accuracy the size necessary for these culverts—is it not usual for an engineer to make accurate calculations in matters of this kind before deciding on the plans? He ought to make accurate calculations no doubt.
1091. His calculations ought to be more accurate than to require him to double the size of his work afterwards? Certainly.
1092. *By Mr. Arnold*: I presume, from the disparaging way in which you speak of Royal Engineers, that you are not a Royal Engineer yourself? No.
1093. Are you a civil engineer? Yes.
1094. To what institute do you belong—do you belong to any institute of civil engineers? No; it is not necessary for an engineer to belong to any institute, in order to be an engineer; an engineer is a man who has studied and had large practice in the construction of works.
1095. Some engineers do belong to the institute? Yes, certainly.
1096. You do not? I could if I had wished; I could get elected at any time.
1097. *By Mr. Faucett*: You studied under an engineer? Certainly.
1098. *By Mr. Hoskins*: What engineer, pray? Under Mr. Locke, and under my brother Mr. John Fowler, who is one of the engineers of the largest practice in the present day; I had the management of his business for some time.
1099. *By Mr. Parkes*: You managed Mr. John Fowler's business? Yes, for a considerable length of time.
- Mr. Arnold objected to these interruptions in the course of his examination of the witness.*
1100. *By Mr. Arnold*: Under whom did you study your profession as an engineer? I was with Mr. Locke, on the Caledonian Railway, for some time.
1101. Who else? With my brother a considerable length of time.
1102. Will you have the kindness to state the periods during which you studied under these different gentlemen? I cannot state exactly the time now.
1103. Have you any idea about the time that you studied with Mr. Locke—within ten years? It was about 1855 and 1856,⁹ that I was with Mr. Locke.
1104. And for how long a period? I cannot say whether it was a year and a-half or two years.
1105. Was Mr. Locke a Member of the English Institute of Civil Engineers? Yes.
1106. Is your brother, with whom you studied, a Member of the Institute of Civil Engineers? Yes.

1107. Did you study with any other civil engineer? No; not particularly. I have been engaged on different business with other engineers,—for instance, Mr. Hawkshaw and Mr. Fairbairn,—and I have had business with other engineers very frequently.
1108. Is it usual to serve a regular apprenticeship to an engineer, as it is in other professions—law, for instance? Yes.
1109. What is the period for which it is usual to serve an apprenticeship? Five years.
1110. Did you serve an apprenticeship for five years? Yes.
1111. Under indentures? Yes.
1112. And those indentures, I presume, as you only served a year and a-half, were transferred in the usual way from one engineer to another? Nothing of the kind.
1113. Will you say what was done with your indentures for the unexpired period for which you did not serve. I think you said you served under indentures with Mr. Locke? No, I did not say so; I said I was employed by Mr. Locke in the construction of the Caledonian Railway and other works under him; I said nothing about indentures with Mr. Locke.
1114. Between whom and yourself then were these indentures made,—I understood you to say you had served an apprenticeship under indentures;—between whom and yourself were those indentures made? Do you mean when I was a young man, before I was of age?
1115. I do not ask, as to any particular period—I merely ask the question—You say you served an apprenticeship under indentures, now I do not ask whether you were a young man or an old man; but supposing it is true what you say, that you served an apprenticeship under indentures, between whom and yourself were those indentures made? Those indentures were made between myself and Mr. Flockton, an engineer and architect in Sheffield; I was in delicate health at the time and had to be kept near home. He was a man of great ability.
1116. Was he a member of the Institute of Civil Engineers? No, he was not.
1117. What was his principal business—as an engineer or as an architect? Both.
1118. What engineering works did he construct while you were with him? A number of roads; and he was often engaged in water works engineering, and in railway engineering—chiefly in opposition before Parliament—and a number of other things I really —.
1119. You do not remember the particulars? No.
1120. But, generally speaking, you think he was engaged in the construction of railway works? There were not many railways constructed at that time.
1121. Were there any railways constructed at that time? There was very little work of that kind, and it was confined to very few hands.
1122. Can you remember any railway works in which Mr. Flockton was engaged? Yes; he was employed in opposition on the Sheffield and Rotherham, Sheffield and Manchester, and the North Midland.
1123. Upon what railway works have you been employed yourself? Sheffield and Lincolnshire, Gainsborough and Grimsby, Hull and Lincoln, East Lancashire, Lancaster and Carlisle, the Caledonian, and a number of others.
1124. In what capacity were you employed on these different railways? In different capacities; sometimes in opposition before Parliament, sometimes laying out the line, executing works, and a variety of ways from first to last.
1125. Were you ever employed as engineer to a Railway Company? Yes.
1126. What Company? Sheffield to Chapelton, Chesterfield and Dronfield, —.
1127. Those will be sufficient. I understand you to say you were the Engineer-in-Chief employed in constructing the lines? I did not say so; that was not the question; the question was whether I was employed as engineer to a railway company.
1128. I am now asking you, in regard to these Companies, were you the Engineer-in-Chief employed in the construction of the lines you have spoken of? No.
1129. Your name would not be found upon the prospectus? Yes, and on the plans deposited in Parliament.
1130. As Engineer-in-Chief? As Engineer-in-Chief.
1131. You were, in fact, the Engineer-in-Chief? Yes; I can shew the very documents.
1132. Have you them here? I have them near Sydney.
1133. Will you send them in to append to your evidence? Well, I believe I have them; I am pretty sure I have them.
1134. When did you come out here? About two years ago.
1135. After your arrival here did you propose your services to the Government? Never.
1136. You never in any way, directly or indirectly, applied for employment under the Government? No. Perhaps advantage may be taken of that answer; there may be a play upon words. I clearly see the matter you are alluding to, and perhaps the better course would be to explain it, so that there may be no mistake about it. At the time these plans were to be got ready, in the three months mentioned in the contract, Mr. Rhodes came to me one day, and said, "Fowler, can't you help the department—they cannot get hands to 'get out the plans?'" I said, "Well, for a few months I have no great objections." Of course it was not a question of pay, because there was not much pay in the matter; but Mr. Rhodes had a large staff here, and was at considerable expenses. I went with him to Mr. Robertson, and from Mr. Robertson I went to Captain Martindale, and he and the Engineer-in-Chief had a consultation for two hours and a half. What passed between themselves I do not know; but although I made no conditions as to salary, simply offering to assist them, they declined my assistance. It was not any application of my own; it was taken up by Mr. Rhodes on account of his anxiety to get the plans and commence the works.
1137. Now, as you have made this explanation, you adhere to the answer which you formerly gave, that you never, directly or indirectly, applied to the Government for employment? I recollect no circumstance except the one I have mentioned—none whatever.

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1138. By whom have you been employed as an engineer since your arrival in this Colony? I have had private business of my own connected with certain objects for which I have been in this Colony, which is a matter exclusively belonging to myself.
1139. I ask you simply by whom you have been employed as an engineer? Not at all; I have not sought employment as an engineer.
1140. You are not practising as an engineer here? No, I have not yet done, nor thought of doing.
1141. Are you not examined here to-day as an engineer? Certainly.
1142. Have your services been availed of by any one in this Colony? I do not think any one in this Colony knew my services were to be had; I never made such a thing known.
1143. Then I still ask you the same question—has any one accepted your services here in your capacity as an engineer? They have never been offered, how then could they be accepted.
1144. Then I understand that they have not been accepted? Certainly not; they have never been offered.
1145. I understood you to say you had been consulted by Mr. Rhodes? Yes.
1146. In what capacity? As engineer. I should have said, with the exception of Mr. Rhodes, if you wish to be particular. I am not aware that there is much engineering work going on except that connected with the Government.
1147. Then you consider Mr. Rhodes nobody? I thought you were speaking with the exception of this case.
1148. I asked the simple question, without alluding to or excepting any case? Certainly, if you include this case, by Mr. Rhodes; but I am not aware of any one else.
1149. Has any one consulted you in this Colony except Mr. Rhodes? And Mr. Willcox.
1150. When did Mr. Willcox consult you? About a month back.
1151. Upon what works? Upon the questions in dispute between them, as agents for Sir Morton Peto and Co., and the Railway Department, with respect to the use of rails, with respect to ballast, with respect to taking the rock cuttings out perpendicularly, and with respect to a number of other matters relating to the contract also.
1152. Were you consulted professionally? Certainly.
1153. And your services were paid for in the usual way? No doubt when I send Mr. Rhodes in a bill he will pay for them; it is a matter of business.
1154. Has Mr. Willcox consulted you in the same way? Yes.
1155. And you will send in your charges to Mr. Willcox? I will send them either to one or the other, to the firm; Mr. Willcox is Sir Morton Peto and Co.'s representative, and so is Mr. Rhodes. No doubt Mr. Willcox will pay part of the charges, as well as Mr. Rhodes the other part.
1156. Have you ever been consulted by Mr. Willcox in any matter connected with his contract—the Northern contract? I have. I have never been over the Northern Line, but I have been consulted by him in matters connected with his contract.
1157. And by Mr. Rhodes in connection with his contract? Yes.
1158. You spoke just now of the means usually employed to determine what was rock and what was earth, and I think I understood you to say that the ordinary mode of determining is, if it will stand half to one; that is, horizontal six inches to twelve inches in height? That is one usual mode.
1159. Is there no kind of earth that will stand that? I am not aware of any.
1160. Would not a cutting through a peat-bog stand in that way? Twenty or thirty feet high!
1161. I was not aware that you said twenty or thirty feet high; I understood you to say the ordinary rule was whether it would stand half to one? Peat is never treated as earth-work.
1162. I do not ask you that—I ask whether it would stand at half to one? Not for a railway cutting.
1163. Would clay? Certainly not.
1164. Would brickearth? Certainly not; it would come down with the weather; it would stand in dry times a day or two perhaps, but it would come down with the weather. So would peat come down with the weather.
1165. You meant to say if it would permanently stand at half to one it was rock? Certainly.
1166. How then could you apply that test on the immediate completion of a contract? An engineer who understands his business knows perfectly well what will stand permanently at half to one, and what will not. It is simply a matter of judgment with a practical man, whether such a material will stand at half to one permanently, or not. If it will do so, no matter what you may call it geologically, it would be treated as rock by nine out of ten engineers in England.
1167. Does it require an engineer to determine whether any material will stand at half to one? The answer I gave was, that rock was hard material which would stand at half to one slope.
1168. As the ordinary mode in which the material is tested on payment being required by the contractors? Of course you look at the material, and if you feel satisfied it will stand at half to one slope it ought to be paid for as rock. Certainly the material Mr. Rhodes had here will stand at half to one slope for a considerable height.
1169. *By Mr. Darvall*: What you mean by half to one is an embankment having that slope? No, a cutting. If material in a cutting will, in the opinion of practical men, stand permanently at a slope of six inches horizontal to a foot vertical, that is rock, and should be paid for as rock. Embankments are always one and half to one.
1170. *By Mr. Arnold*: Have you read the whole of the correspondence which has taken place between the contractors and the Government? I believe I read it through.
- 1171.

1171. The published and unpublished correspondence? Ycs.
1172. You have read the whole of it? I think so; I read the unpublished letters up to a certain date, but I am not sure whether I have read the whole of it.
1173. At all events you have expressed the opinion that the unpublished portion of the correspondence would enable a person to form a clearer idea of the matters in dispute than the published portion? I should say so. There are certain letters in the unpublished portion that would, I think, elucidate the matter.
1174. Can you remember the particular letters? A letter of the 3rd October, about these brick culverts and bridges.
1175. Have you any reason to suppose that the Government have any objection to publish this correspondence? Why not have published it then, instead of something which does not form part of the correspondence, that is, the report of Captain Martindale which yourself laid on the Table about a week back.
1176. I merely ask whether you have any reason to think the Government have any objection to publish the whole of this correspondence? I should say the correspondence ought to be published in its entirety.
1177. Are there any other letters in particular which you think ought to be published? Yes, several other letters; for instance, one of the 24th November.
1178. Do you remember any letter previous to the 29th September that has been omitted from the published correspondence? I cannot carry every letter in remembrance.
1179. Perhaps you have failed to observe that this correspondence was laid on the Table on the 29th September? I spoke of the letter of the 3rd October —.
1180. How could a letter of the 3rd October, be included in a correspondence which only comes up to the 29th of September? Certain portions of the correspondence have been published since.
1181. One letter on each side containing a summary of the matters in dispute? There cannot be a letter on each side, inasmuch as one of the letters you allude to has never been sent to Mr. Rhodes, and, therefore, does not form part of the correspondence at all.
1182. How many bridges are there unfinished on the line at the present moment? I am sure I cannot tell.
1183. Are there any for which plans have been furnished? There are a number, of course; there is no good in finishing the small bridges and leaving the large ones.
1184. I think you stated that the Government furnished no specification to the contractors? I did not. I said no specification existed in this contract; there was none made out when the works were taken.
1185. Then you do not deny that a specification has been furnished by the Government? A specification may be furnished afterwards, and you may make it anything; but I say no specification exists in this contract, because none was made for these works at the time the contract was taken.
1186. I think I understood you to say you were not in the employment of Peto and Co., or of any person here, except as a consulting engineer? Just so.
1187. *By Mr. Darvall:* I wish to ask you whether a calculation has been made of the quantity of earthwork that would have been required to construct a viaduct of earthwork in place of the wooden one? The quantity of earthwork contained in the embankment?
1188. Yes, whether any calculation has been made? A calculation has been made, but I cannot give it.
1189. Can you give the quantity and the cost of constructing it of earthwork, with brick culverts, instead of the wooden bridge? I cannot give you the details of that. Certain calculations were made both by myself and Mr. Rhodes; but I conceive it is not Mr. Rhodes' duty to furnish the Government with calculations.
1190. Can you say whether one could be done as cheaply as the other at the scale of prices to be paid to the Government? I believe Mr. Rhodes offered to substitute brick for timber bridges along the line from 20 miles 40 chains to 26 miles 20 chains; but each part I could not give in detail at present.
1191. You cannot say whether, charging by the Government scale of prices, an earthwork viaduct could have been constructed for the same price as the wooden one would cost? I cannot say as to this particular bridge.
1192. You have spoken of a culvert that was altered at the desire of the Government from five feet in diameter to ten feet,—what is the comparative volume of water that one would discharge as compared with the other? A ten feet culvert would discharge five and a half times the quantity of water that a five feet culvert would.
1193. Are you sure of that? Quite certain of it. A five feet culvert will discharge 12,000 cubic feet per minute, and a ten feet culvert 64,000 cubic feet.
1194. Supposing that the culverts instead of being round were square, would the relative proportion of the water discharged be the same. Supposing one to be 5 feet square, and the other 10 feet square, would the discharge from each be in the same proportion as that from a circular culvert of 5 feet diameter, and a circular culvert of 10 feet diameter? There would not be much difference; practically it would be about the same—about $5\frac{1}{2}$ times.
1195. Would not the discharge of a 10 feet square culvert be exactly four times that of a 5 feet square culvert? No, it will not; on account of the greater depth of the water in the 10 feet culvert it will discharge more rapidly and not in the proportion of the square of the size. It will run off faster owing to its greater depth.
1196. The greater magnitude will facilitate the discharge of the water? Yes, not in the proportion of 4 times, but of $5\frac{1}{2}$ times.
1197. But, at all events, the increase from 5 feet to 10 feet would certainly more than quadruple the power of discharging the water? $5\frac{1}{2}$ times is the correct calculation.

C. Fowler,
Esq.

27 April, 1860.

C. Fowler,
Esq.

27 April, 1860.

1198. Are you aware upon what suggestion, or how that alteration in the size of the culvert came to be made by the Engineer? A letter accompanied the altered plan, stating—I do not recollect the exact words—that the alteration was made owing to the late large flood.

1199. In point of fact until people have seen the operation of a large flood here, I suppose it is very difficult to calculate the fall of water? Not at all. There is a great rain fall here within a short space of time, and consequently there are larger floods than in a country where 3 inches of rain fall in 24 hours is the maximum; as in England, where they are not subject to such large floods. Here you have as much as 20 inches some times.

1200. Were there flood marks on the banks to shew to what height the flood habitually or occasionally arose? At Menangle or Harris' Creek, do you mean?

1201. At the place where the alteration was made in the size of the culvert? I saw some flood marks there about 18 feet high; I did not measure them, but they appeared to me to be about 18 feet high.

1202. You have stated what the curve is on the line on that bridge? 90 chains radius.

1203. An arc of a circle with a diameter of 180 chains? Yes.

1204. What would be the centrifugal force? I have not calculated the centrifugal force, but it would be very slight on that curve.

1205. Then the danger you apprehend from the construction of this bridge is that from the frequent concussion it should be shaken to pieces, as it were? The vibration of the trains passing along that roadway will shake the connection between the tops of these piles and the roadway, in a short time, if there is heavy traffic, and, of course, if it is light traffic, it will be a longer time doing it.

1206. You have suggested the means by which that danger could be obviated? Yes, by struts placed in the usual manner.

1207. Then your objection is not so much to the general idea of a wooden viaduct as to the particular mode of constructing it in this instance? I think wooden viaducts generally very undesirable, inasmuch as they are perishable by fire, by decay, and by the white ant; but with regard to making that one comparatively safe for a length of time, it could easily be done by strutting it, and no doubt will be done if it is erected.

1208. Are you aware of the durability of the hard wood of this country? I do not think there have been a sufficient number of tests for the durability of wood applied to specific cases, like a railway across boggy ground or muddy ground. I do not think there has been sufficient experience of it to enable any one to give a definite opinion as to the durability of this wood. I would more rely on the experience of railway structures in other countries, taking into consideration the relative superiority of ironbark timber over some other woods.

1209. Is any wood in England at all comparable in durability to the mahogany of this country, stringybark, or ironbark? There is the oak —

1210. Is that often used—is it not too expensive? Not often for piles, but it is frequently for the tops of bridges.

1211. Have you alluded in the evidence you have already given to all the imperfections which have struck your notice in this railway, as far as it has gone? I have not had any wish to find imperfections in this railway. The only reason why I have been called here, was from Mr. Rhodes consulting me as to whether he should enter a caveat, in order to protect himself from any failure in these works. I have not come here to find fault.

1212. But, as an engineer, we desire to profit by your knowledge—have you directed the attention of the Committee to all the imperfections you have observed in this railway? I cannot say I have directed attention to all the imperfections there may be in it. I have not looked over the line with the view of finding out imperfections. These are one or two casual things brought forward by Mr. Rhodes.

1213. You have been on the line? Only on part of the line, not the whole of it.

1214. Have any other imperfections been pointed out to you, or have you observed any yourself, to which you have not called the attention of the Committee? I do not recollect any.

1215. *By Mr. Parkes:* Is the line well set out? I have not looked at it sufficiently minutely to say whether it is well set out or well laid out.

1216. *By Mr. Darvall:* Are you aware whether any practice prevails in England as to the length of the leads which shall be made use of—is there any rule in England with regard to paying the contractor more if the leads are beyond a certain length? The custom in England is this: if you let a contract for a lump sum or a guarantee contract, you take out the quantities of earthwork and ascertain the average lead; the contractor then puts on his average price, taking into consideration the length of that average lead. Provided you let a schedule of prices contract, and have not the plans ready, and have not ascertained the lead, you assume half a mile, and put a price for every additional length of lead, generally a quarter of a mile, extra.

1217. *By Mr. Arnold:* I think you said you were aware that Mr. Rhodes had remonstrated against the size of these five feet culverts? Yes, I find that in a letter.

1218. The first proposal was that the culverts should be five feet; is that the case? Yes.

1219. On the Southern railway? Yes.

1220. And Mr. Rhodes remonstrated against the size? Yes; the letter is in the published correspondence.

1221. What is the date? 19th July, 1859.

1222. *By Mr. Darvall:* Was the size of this culvert part of a general instruction, or a particular instruction with regard to that locality—was it a general instruction with regard to all culverts on the line, or that this particular locality was to have a five feet culvert? I should say both general and particular, inasmuch as the letter in answer says—"No alteration must be made by you, either to the slopes of the cuttings or in the sizes of the "culverts;"

“ culverts”; and there are other letters stating that all the works must be carried out strictly in accordance with the plans sent.

C. Fowler, Esq.
27 April, 1860.

1223. Have you stated whether, in your opinion, the piles supporting that bridge would be safer driven into the ground or resting on sleepers buried in the ground? They would be more durable resting on sleepers than buried in the ground.

1224. Would they be less liable to injury from concussion than when driven into the ground? I would make a different plan entirely if I bedded them, either on stone or timber.

1225. Which would be the safest and cheapest? I cannot exactly give a direct answer without having the two plans in juxtaposition.

1226. Which would be the safest in this particular locality? You might make a safer structure, by bedding the piles on sleepers and putting some diagonal pieces to them so as to stay the bridge.

1227. *By Mr. Parkes*: Is it the case that one bridge has been altered or repaired? On the Southern line?

1228. Or the Southern or Western Line? I do not know whether one bridge has been altered. There is a plan come in for a bridge of a different construction recently, which, instead of having the jagged spike driven in it has ^{two} extra piles. The strut pile which is ^{to} One to support this bridge is taken up, and two bolts go right through—it does not depend on the jagged spike only.

1229. *By Mr. Arnold*: I understand you to have represented that the original plans for culverts upon this Southern Line were five feet? In some places.

1230. That Mr. Rhodes remonstrated—entered a caveat, I think was your expression—with the Engineer-in-Chief, upon the insufficient size of the culverts; and that subsequently, the culverts against the sufficiency of whose size he had remonstrated were altered by the Engineer-in-Chief to 10 feet-culverts, discharging five times the quantity of water—is that your representation? Yes.

1231. Have you any other evidence than the letter of the 19th July, that Mr. Rhodes remonstrated against the size of the 5-feet culverts? None, whatever; I find nothing written but that.

1232. Will you please to read that letter? I think I read it a short time ago. (*Witness read the letter as follows*):—

“ Sydney, 19 July, 1859.

“ Sir,

“ On careful examination of the slopes given in your section for the Penrith Line, I fear some of the cuttings must be 1½ to 1 instead of 1 to 1 or 1¼ to 1.

“ I also observe that some of the culverts will not be large enough for the watercourses.

“ If you could possibly spare time to go over the lines with Mr. Rhodes, we think “ these matters could be better arranged, and save so much writing.

“ Yours, &c.,

“ (For Peto, Brassey, & Betts,)

“ A. RHODES.”

1233. Does that relate to the Southern Line? Mr. Rhodes is contractor for both the Western and Southern Line.

1234. Will you tell me what your construction of this is—“ On careful examination of the “ slopes given in your section for the *Penrith Line*, I fear some of the cuttings must be 1½ “ to 1 instead of 1 to 1 or 1¼ to 1. I also observe that some of the culverts will not be “ large enough for the watercourses,”—do you imagine that to apply to the Southern Line? If you read on a little further, I think you will see it applies to the Southern as well as the Western Line—“ If you could possibly spare time to go over the *lines* with Mr. Rhodes, we “ think these matters could be better arranged, and save so much writing.”

1235. But there were many matters in dispute on both lines? This letter only relates to the slopes and the culverts.

1236. You think the inevitable inference from this letter is that Mr. Rhodes objected to the size of the culverts on the Southern as well as the Western Line? Some of them; I read it so, in reading the letter on.

1237. Have any culverts on the Western Line been altered? I have not the slightest idea; I have never been over the Western Line.

1238. I think you said you believed that Mr. Rhodes never remonstrated against these five-foot culverts on the Southern Line except in this letter? I do not know that; I find only this in the correspondence.

1239. *By Mr. Hoskins*: Were you requested by Mr. Rhodes to inspect that viaduct (*the model*), and give him a report on its stability? Yes, some time ago.

1240. Have you any objection to read that report—have you it with you? I haven't it with me, but it is substantially as I have described it to the Committee.

1241. You consider it generally insecure? It is substantially the same, indeed I think the words were copied, as is written in the printed document placed on the Table by the Minister of Public Works, about a week ago.

1242. Are there not piles under these piles 32 feet long—are not these piles driven into other piles? No; there are some piles driven 32 feet into the ground, I am told. That bridge at Glenlec is not executed; they would not require to go that depth in that bridge.

1243. Where are those piles—are they to be used in the construction of that viaduct? Not i that one. I am told there are piles in a bridge on the road from Campbelltown to Camden, where it crosses the railway, 32 feet deep in the ground. I did not see them driven.

1244. Are there no piles driven in the ground—no more piles proposed to be used in the construction of that viaduct than those that you see on the surface? No.

1245. How far are they supposed to be driven into the ground? Until they get to a bearing, that is to say, when a monkey a ton weight will only drive them a quarter of an inch.

- O. Fowler, Esq. 1246. A quarter of an inch in rock? Not in rock; that would smash them perhaps.
1247. Are there many piles used already? Some have been driven in some of the bridges.
1248. In that long viaduct? It is not commenced.
- 27 April, 1860. 1249. You have not inspected the other bridges generally? No; I have only inspected some of them casually.
1250. Have you ever, in the Mother Country, seen a timber viaduct of that length proposed to be erected on piles, those piles to be driven into the ground without any other stay whatever, the same as these? No; I never knew single piles, 20 feet openings, driven in the ground as you state, of a greater height than 20 feet, and in that height of 20 feet strutted. I never knew them 32 feet high square-joined like that—never.
1251. Is it not unusual, in fact, to depend upon driving piles in the ground—are they not generally bedded, perhaps in a bed of concrete, or of stone and timber? That would, in some instances, be made use of, and, perhaps, they would make that as a basis for a structure of stone or brick afterwards. It is not an usual thing for bridges of that class to be resorted to as a general style of bridge for railway purposes—it is not an usual style of bridge.
1252. You think, if diagonal pieces were used to these piles, it would insure the security of the bridge for a time? For a considerable time—perhaps until the timber decayed.
1253. Is it not usual in long viaducts of that kind to have the cross sections, not to depend on diagonal braces? To have cross pieces in viaducts of great height it is.
1254. In viaducts 32 feet high? I do not recollect any timber viaducts of the same height as this. About 20 feet high they are frequently made.
1255. If they are dependent on strutting, they are strutted at the base as well as the top? Yes, if of great height.
1256. If 32 feet high? I have never seen any 32 feet high.
1257. Have you seen the American lattice-work bridges? They use there chiefly lattice-girders.
1258. Yes. Do you not think those would be better for the security of travellers, in preference to that, or even those short struts you name? No; the lattice-girders being small pieces of timber would shortly decay.
1259. You have never seen any piles used in a bridge without having some stay—some support? No, certainly not; I do not know of any.
1260. Timber bridges are being generally discontinued, are they not? Yes, both in England and in America, I believe. So great an inconvenience has the removal of these timber bridges been found in America, that, a short time ago, the American Government employed two of their most eminent engineers to inspect the substantial railway works in England, and report upon them. The result of that report was that, notwithstanding the extravagance, as the Americans term it, of the railway system of engineering in England,—that is durable works, of stone or brick,—with all its extravagance it was reported as far preferable to the mode adopted in America, of timber structures. It was found that with timber bridges, they not only built the line in the first instance, but they were called upon for the same cost again for the bridges, perhaps at an inconvenient time to find the money.
1261. What is the average time that timber bridges are presumed to last? I believe in twelve years some bridges on the Eastern Counties Railway decayed.
1262. Have you not heard one reason assigned for the adoption of timber viaducts, that they are so easily repaired without impeding the traffic? I do not know that that is the case. I think if you had a pile decayed in that viaduct (*pointing to the model*) it would stop the traffic on a single line.
1263. Do you not think that if it were properly stayed with braces, you could remove one or two piles? I think you would have some difficulty in removing one or two piles without stopping the traffic.
1264. One line of railway could still be used? It is only a single line.
1265. Is it not customary in England to preserve the timber by some curative process previous to using it? The favorite mode, and I believe the best one, is by what is called creosoting, that is, by a sort of spirit of cold tar, which by hydraulic pressure is forced into the pores of the timber. That is invariably used now for sleepers.
1266. Are the sleepers in this country kyanised? Creosoted. No, not at all.
1267. Do you not think it would tend to preserve them and prevent the ravages of the white ant? I do not think the white ant would touch timber that had been creosoted; but there is no establishment in this country where the process is carried on.
1268. *By an Honorable Member*: Do they not use tar at all here? Yes, but it is not of much value when put on with the brush.
1269. *By Mr. Windeyer*: It is not used for the sleepers at all, is it? No, not in sleepers. These bridges are, I believe, coal-tarred.
1270. *By Mr. Hoskins*: You say Mr. Rhodes offered to construct brick bridges and keep them up for twelve months? Yes, to uphold them.
1271. Have you inspected any of the bricks used by Mr. Rhodes? I inspected the other day some bricks made for the Menangle viaduct, and they are as durable as any bricks can be.
1272. I presume you are aware that in many instances at Home, brick viaducts and bridges have fallen in very soon after the railway has been opened? If improperly constructed, no doubt they would.
1273. Did you never hear of a large skew bridge on the South Western Railway which fell in? Yes.
1274. Has it not frequently occurred? Yes; if the contractor injudiciously strikes the centre too soon, perhaps in wet weather, when the rain has kept the mortar from setting, there is nothing to help it.
1275. Have not Royal Engineers, who have been deputed to report upon the stability of a railway, frequently reported that the railway was fit to be used, and accidents have occurred a few days after? I cannot recal instances.

1276. You do not recollect the case of the Great Northern, from London to York? I do not recollect the case distinctly. C. Fowler,
Esq.
1277. It is always customary with large contractors on railways in England to provide sub-contractors with abundance of rails; these Dobbin carts are scarcely ever used on railways at Home now? Not of late years. You cannot be trailing Dobbin carts through the mud in wet weather; the thing would be too expensive for anybody in these days. 27 April, 1860.
1278. Is it not the fact, that the largest number of civil engineers practising in England do not belong to the Royal Institution of Civil Engineers? I dare say the larger number do; but many of the most eminent men do belong to the Institute of Civil Engineers. I have been asked myself, by Mr. Bidder and other engineers, frequently to join them; but it did not appear to me an advantage to do so. 13 Mr. Bidder.
1279. Did you ever see any Royal Engineers in charge of large public works in England? Certainly not.
1280. Is it not the fact that the Government, when they have any large works to carry out, usually employ civil engineers? Yes; they employed the late Mr. Rendall, Mr. Walker, and many other civil engineers. The Royal Engineers have no practical knowledge of works of civil engineering; they are not engineers at all, in fact.
1281. I did not gather whether Mr. Flockton was a Member of the Society of Engineers? He was not.
1282. I suppose he was employed on large works in England—canals? Not much in canals. He was both an architect and engineer, and had large practice.
1283. *By Mr. Windeyer*: Do I understand you that you think the published correspondence is a garbled correspondence? I would scarcely like to make use of offensive terms; but I think it highly improper that part of the correspondence should be published.
1284. With annotations? With annotations. The remark I made was, that the last reply was not part of the correspondence, inasmuch as it had not been sent to Mr. Rhodes.
1285. And was an *ex parte* statement by the head of the Railway Department? An *ex parte* statement; and I say it forms no part of the correspondence at all.
1286. *By Mr. Hoskins*: You think that the curve upon that viaduct, or even the incline, would not be dangerous, or even unusual, providing the bridge was constructed securely? Certainly not. If you make every part of the bridge to resist four times the strain that is likely to come upon it, I do not think the curve, or the incline, would make much difference.

D.

TUESDAY, 1 MAY, 1860.

John Whitton, Esq., called in and examined:—

1287. *By Mr. Parkes*: You hold an office under Government? I do. J. Whitton,
Esq.
1288. Will you be kind enough to state what it is? Engineer-in-Chief for the construction of railways in New South Wales. 1 May, 1860.
1289. The office is limited to the construction of railways, I believe? It is.
1290. Will you be kind enough to explain to the Committee the nature of the office—that is, not only the extent of the duties, but the extent of the authority belonging to it; in what respect your authority as an engineer is modified by the authority of any other officer, or whether it is so modified at all? So far as I understand my position, it is to lay out and superintend the construction of all railways in New South Wales.
1291. Is your opinion or your wish in any matter pertaining to your department controlled in any way by that of any other officer? No; I am appointed as engineer to the Commissioners. The terms of my engagement were that I was to be appointed as Engineer-in-Chief for the construction of railways in New South Wales, under the Commissioners of Railways.
1292. There is only one Commissioner now? Only one now—originally there were three.
1293. What I want to elicit is this,—whether in your own department you have absolute authority, or whether you are subject to the control of the Commissioner for Internal Communication as he is called? Of course, to a certain extent, I am limited by the control of the Commissioner.
1294. With reference to the 54 miles of railway extension authorized by Parliament, did you originate the plans of this extension, North, South, and West? I did.
1295. Did the plans originate with you in the first instance or with the Commissioner—that is, in their first inception? From Campbelltown to Picton with me, on the Southern Line; from Parramatta to Penrith, on the Western Line; and from West Maitland to Singleton, on the Northern Line, with me.
1296. These, I believe, constitute the 54 miles I speak of? 53 something.
1297. These constitute the extension generally known as the 54 miles authorized by the Legislature a session or two ago? Yes.
1298. In all these cases the line and plans originated with you? Yes.
1299. Were they in any way modified by any one else? No.
1300. Would you be kind enough to explain to the Committee how your duties as Engineer-in-Chief are generally carried out? It is a matter difficult to explain. I simply know this, that I am directed by the Commissioner as to the course of the line selected—as, for instance, the

J. Whitton, Esq. the Southern, the Northern, and the Western Lines—and am directed by him to lay out the best line for those districts. I do that, and beyond that there is no control whatever exercised by the Commissioner over me. These matters are, of course, all submitted to the Commissioner, and through the Commissioner to the Government, but there is no control exercised over the construction of those railways, beyond requiring occasional reports.

1 May, 1860.

1301. Is your authority carried on by direction from any point of the works, or by continuous visiting of the works, by personal inspection? By continual visiting of the works.

1302. Different parts of the works? Yes; before any extension is proposed I go on the line and satisfy myself, by means of levels, whether that is the best course or not, and, having decided upon that, I recommend the Commissioner to carry out a certain line.

1303. When were these works first designed—these three lines of extension—when were they severally first designed—can you state about the date? The trial surveys have been going on ever since I have been in the Colony—in 1856 or the beginning of 1857. The line to Campbelltown was proclaimed and laid out before I came to the Colony.

1304. Do you know when it was proclaimed? I believe in 1855—the latter end of 1855.

1305. When did you arrive in the Colony? In December, 1856. By the bye, I believe it was proclaimed in 1856, the Campbelltown Line in the latter end of 1856.

1306. How were these various lines of railway extension contracted for,—will you be kind enough to state to the Committee how they were contracted for, and to whom they were let? I believe the Sydney and Parramatta railway was contracted for by Mr. Randle.

1307. We are speaking of these extensions? They were originally contracted for by Sir Morton Peto & Co.

1308. Not all? With the exception of eight miles from Parramatta to Blacktown Road, which was contracted for by Mr. Gibbons.¹

1309. The whole length of 54 miles is in the hands of Sir Morton Peto, with the exception of Mr. Gibbons's contract, which extends from Parramatta to Blacktown? Yes, eight miles.

1310. Were you present when the contracts were entertained? Yes.

1311. And have been a party to all the negotiations which now form what is called the contract? The negotiations were carried on by Mr. Rhodes direct with the Government, but I have generally known what has taken place, and only so far given my opinion when I have been consulted by the Government.

1312. Will you be kind enough to explain to the Committee what you as Engineer-in-Chief consider these contracts to be? The whole of the contracts were taken by Mr. Rhodes on the distinct understanding that they should be carried out on the same terms and under the same conditions as those taken by Mr. Gibbons on the Western Line. That was the final arrangement entered into by the Government in my presence.

1313. Is there any instrument of contract subsisting between the Government and Sir Morton Peto's agent? There are letters which form the contract.

1314. What is it that constitutes the instrument of the contract? The letters.

1315. The letter of the 21st April? The whole of the letters. The distinct understanding with Mr. Rhodes was that the whole contract was to be carried out at the same prices and upon the same conditions as those arranged with Mr. Gibbons for the Western Line.

1316. With regard to the conditions of this contract—what did you exactly understand by the accommodation that was to be afforded to the contractor in the use of rails and chairs? I never understood more than that the contractor was to have the use of all such rails and chairs as the Government could spare; if the Government had not rails in the Colony of course they could not lend them, and they were simply bound to give such rails and chairs as they could spare, limiting that quantity to the quantity actually necessary for carrying out his contract.

1317. That is, under any circumstances that you were only to supply such a quantity as you could spare, and at the same time to give no more than you considered necessary for carrying on the work? In fact they were only compelled to give what they could spare, but at the same time the Government had no objection to give such ~~as they could spare~~ to enable the contractor to carry on his work in accordance with the conditions.

1318. The contractor is very much dissatisfied at not having a sufficient quantity of rails and chairs for his purposes? I believe he is; but I am prepared to say that he has had more than necessary to complete the whole of the works, if they had been properly used.

1319. But he has applied for greater accommodation to you and to the Government? He has; but at the same time he has applied to me when he has had from 35,000 to 18,000 feet, or from three miles to two miles of rails not in use. On the 21st April—the present month—he had 18,022 feet of rails not in use lent to him by the Government for the construction of the railway, although he had complained from the 31st January that he had not rails to go on with. Perhaps I had better read the paper I have in my hand. (*The Witness read the same as follows* :)—On the 14th January he had for use, 31,006 feet of rails not in use; January 28, 26,417 feet of rails do.; February 11, 22,437 feet of rails do.; February 25, 24,613 feet of rails do.; March 10, 22,817 feet of rails do.; March 24, 21,431 feet of rails do.; April 7, 20,594 feet of rails do.; April 21, 18,022 feet of rails do., although writing every day for more rails.

1320. Does the contractor pay anything for the use of the rails? Yes.

1321. Ten per cent., I believe, according to the letters? Yes.

1322. How then do you account for the contractor applying for rails for the use of which he has to pay ten per cent., when he has this large quantity of rails more than he wants? I confess I cannot understand; I can only say if I had been contractor I should have made seven miles quite sufficient for the whole of the work.

1323. By what means do you ascertain the quantity of rails he has not in use? By means of fortnightly returns of the inspectors who measure the whole of the rails not in use.

1324.

¹ And seven miles from West Maitland to Lochinvar which has been made by the Government.

* Rails as would.

1324. Is that part of the established machinery of inspection—what I want to know is, whether it was part of the arrangement you had made, or whether it was special? With any other contractor I would not have insisted upon it, but with Mr. Rhodes I found it absolutely necessary to do so. J. Whitton,
Esq.
1 May, 1860.
1325. Do the figures you have read to the Committee relate to the Southern Line? To both; they are summaries of the two, the Western and Southern.
1326. I presume the Northern is left out? Entirely.
1327. Then upon Mr. Rhodes' contract you gave special instructions for the quantity of rails to be ascertained which he had not in use? When I found applications come in from Mr. Rhodes almost monthly for rails, and knew that he had a large surplus, I sent to the inspector for a return of the rails not in use, and I have now fortnightly returns of all the rails, dobbin carts, wheel-barrow, waggons, horses, &c.
1328. Will you have any objection to state to the Committee the substance of those returns? I have no objection to hand them in. (*The Witness handed in the same. Vide Appendix No. 1.*)
1329. What is the practice, as far as your experience extends, upon the railways of Europe, with reference to the accommodation of contractors with rails and chairs? It is a matter of arrangement. If you let a contractor certain works, when you find the permanent rails for temporary purposes, of course he does not charge the same price as he would do if he provided rails himself; but for a contractor to have the use of permanent rails without the sanction of the engineer, is a thing unheard of; still it is always understood that the contractor shall have the use of such rails and chairs as the company can give him.
1330. I should infer that it would be unheard of that a contractor should have the use of rails and chairs without the permission of the engineer, but is it the practice of the engineer to let him have whatever he applies for? Certainly not, unless he thinks it necessary.
1331. When you say it is matter of arrangement can you say, of your own knowledge, that in some cases the contractor finds his own rails? Yes.
1332. In some works the contractor finds his own rails? Decidedly.
1333. Will you state any? On the Campbelltown Line.
1334. I am speaking of England? In England it is usual for the contractor to arrange with the companies that he shall have the use, under the control of the engineer, of a certain length of permanent rail for his temporary use; but of course that alters the condition of price. If he has to find the whole of the temporary rails his price is more, and therefore the company generally arranges to supply the rails to lessen the cost of the line.
1335. You were in the Colony, I believe, when the question of opening negotiations with Sir Samuel Peto was mooted here? Yes, I was.
1336. Do you know anything of a schedule of prices being sent to London? Yes. There were three schedules sent to London, one upon which I had prepared the estimate for these extensions, and the other two were schedules of the prices upon which Mr. Randle engaged to perform the contracts 3 and 4 of the Campbelltown Line.
1337. With what object were these schedules sent to London—can you state to the Committee? Simply to lay the matter before Sir Morton Peto, in order that he might see whether it was worth his while to send out an agent to negotiate for the construction of the railways in New South Wales.
1338. Was it understood in your department that the schedule of prices sent was sent as the prices offered for Peto and Company's acceptance? No, it was not.
1339. Did you see all the letters written at the time to Sir Samuel Peto, and which accompanied those schedules? Yes.
1340. Was it sufficiently explained that this schedule was not sent as the prices offered for his acceptance? I think so. It was stated when the letters were written to him that these were the prices which had been paid in the Colony, and Sir Morton Peto was invited to send out an agent to negotiate for the construction of railways in New South Wales.
1341. As you understood the matter the schedule was merely sent as a kind of indefinite guide? Certainly; to shew the prices upon which the estimate of the proposed extension had been founded, and upon which works had been executed in the Colony.
1342. Did any letter contain language to the effect that Sir Morton Peto was not to depend upon these prices in their integrity, as then transmitted, as there might be some variation from them? I do not know that it did, but I think from the fact of Sir Samuel Peto being asked to send out an agent to negotiate for the construction of railways, it must be inferred that no distinct offer was made to him.
1343. When did Peto and Company's agent arrive in the Colony? I believe in the latter end of March, or in the beginning of April of last year.
1344. That is, Mr. Rhodes? Yes.
1345. Did any one come out with him, any other person recognised as the agent of Messrs. Peto? I do not know whether he was recognised as the agent for Peto, but Mr. Gabrielli came with him.
1346. Had you an interview with Mr. Rhodes as soon as he arrived? Yes.
1347. Negotiations were opened as to his contracting for these works immediately? Yes.
1348. What was the final understanding come to between you and Mr. Rhodes as the basis of your agreement? The agreement was made between Mr. Rhodes and the Government, but the final understanding was the schedule, which I dare say you will find in the papers—the schedule marked A in the enclosure from Captain Martindale, 15th April, 1859, in page 5. But before this matter was settled, it was distinctly arranged with Mr. Rhodes that the whole of this contract would be carried out at the same prices and on the same conditions as ³ this arranged with Mr. Gibbons in the No. 1 contract for the Western Line; and, on reference to the two schedules, you will find the whole of the prices the same as those of Mr. Gibbons. ³ Those.

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1349. Will you find that in any of the correspondence the prices and conditions of the contract were to be the same as those in Mr. Gibbons's contract? No, I do not think it will be found in the correspondence, but it was distinctly agreed to in the presence of Mr. Cowper, Mr. Robertson, Captain Martindale, Mr. Rhodes, and myself.
1350. Did Mr. Rhodes in any way recognise the terms of this contract? He recognised the schedule of prices shewn here in page 5. These works were to be carried out in strict accordance with the terms of the specification, and to the entire satisfaction of the Engineer-in-Chief.
1351. How long was this after Mr. Rhodes' arrival? The letter was written on the 15th April, 1859, and the date of Mr. Rhodes's first schedule is 2nd April, 1859.
1352. What arrangement was made between you and Mr. Rhodes at this time as to the delivery of plans and specifications? The arrangements made with him by the Government were precisely the same as with all other parties.
1353. Have you any objection to state the nature of those arrangements? The nature was that the plans for a certain length of the work were to be furnished by a certain time, and that the remainder were to be furnished in another time, stated in the correspondence; but the whole of the plans to enable Mr. Rhodes to go on with his works were furnished to him within the time stated in the original agreement.
1354. The whole of the plans to enable him to go on with the works? Yes.
1355. But not the whole of the plans of the works? It was utterly impossible, and on all railways it would be found impossible to complete the whole of the plans for the whole of the works, and to place them in the hands of the contractors at the commencement of a contract. The only things he requires to commence the works are the working plans and sections, and when he has these he has sufficient to proceed with, and these have been furnished.
1356. Was there an arrangement for all the plans and specifications of the Southern Line to be delivered within a certain time—within three months? I believe the arrangement was that plans of the fifteen miles railway were to be delivered by the 21st June, and the remainder of the plans—working plans and sections—were to be delivered to him in three months, I think, after the first arrangement.
1357. Mr. Rhodes has complained at the bar of this House that the plan of what he describes as the most important work—the Menangle viaduct—has not been delivered to him to the present time,—and he alleges that it is only consistent with the practice of carrying out all works of this description that the plans of the most important works should be delivered earliest? The plan of the Menangle viaduct was not given to Mr. Rhodes for this reason. On his arrival I had prepared a plan for a bridge with stone or brick piers, and wrought iron girders. Mr. Rhodes refused to give me the price of the girders, and I would not let him have the plan until he had given me the price. At a meeting with the Government, I believe, in October, he said he would charge 6½d. a pound for the wrought iron girders. As, therefore, the work would cost £60 a ton, work which in England could be bought for £18 a ton, I recommended the Government to change the design of the bridge, and to make it a timber bridge. The drawings were immediately made for a timber bridge and were ready for copies to be made for Mr. Rhodes, when the floods of February came, which caused an alteration in the design. The floods were found to have risen five feet higher than they had ever been known to rise before, and, therefore, I raised the whole line seven feet, which necessitated fresh drawings of the whole Menangle Bridge. These drawings are now nearly finished, and copies will be forwarded to Mr. Rhodes without delay. With reference to what has been stated by Mr. Rhodes, I may say that he has now got possession of the plans of twenty-five bridges, two only of which are now finished, two nearly finished, and three in hand. So that Mr. Rhodes has drawings—many of which have been in his possession ten months—of many important bridges which are stopping his works, none of which are touched, and for which even the timber has not been provided.
1358. What bridges are these? I have a list of many.
1359. You described one as an important one? The bridge next to this (*Referring to the model, 23 miles 65 chains*), the Menangle, is an important one; and one of the largest cuttings upon the line has been stopped since October last, because Mr. Rhodes has not built the bridge at 24 miles 25 chains there, over which the earth must go.
1360. That is, I think, on the other side Glenlee? Yes; there are two, one on this side and one on the other. Had Mr. Rhodes completed that bridge the whole of ^{the cuttings} might have been completed six months ago. Mr. Rhodes has now drawings for 18 bridges most of which he has had for the last eight months, and not one of which has been touched; but because he has not got the drawings of the bridge over the Menangle River of course he is continually asking for them.
1361. Was there any arrangement between you and the contractor, or between the Government and the contractor, that he was to have twenty-three months to complete his contract from the date of the delivery of the last plan? No, not with me certainly. The arrangement was made by Mr. Rhodes with the Government that he should complete the whole of the works, without any stipulation of the kind, within ^{twenty-three months} from the taking of the contract.
1362. You are aware that Mr. Rhodes has stated at the bar of this House that he is to have twenty-three months from the delivery of the last plan? I can only say that I have not seen such a condition.
1363. As far as your knowledge goes—and you have been conversant with these negotiations all along, you say—there has been no such condition to the contract as that? I say I do not know of such a condition, and that it would be a most injudicious condition to make.
1364. Have you at any time complained of the contractor not going on with the works near Glenlee—the cutting on the other side of Glenlee House? I have written reports to the Commissioner.

* This cutting.

† Twenty-six months.—J. W.

Commissioner. The works have been conducted most unsatisfactorily from beginning to end, and Mr. Rhodes, instead of making progress with the works, has been incessantly complaining that he could not get what he required, when he has had every facility that any contractor could possibly have, and every concession that could reasonably be expected has been made. J. Whitton,
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1365. These are very general terms, perhaps you will be more specific. With regard to this cutting—when you complained of his not carrying on this part of the work as you, being Engineer-in-Chief, thought he ought to do, what did he say in reply? The fact is, I have not seen Mr. Rhodes to have any conversation with him for the last five or six months.

1366. Have you received, neither by letter nor in any other way, any reason for his not carrying on the work you considered of so much importance? I believe Mr. Rhodes' reason for not carrying on the timber bridges was that he said I would not give him the length of the piles for the bridges. I believe that was his only reason or excuse for not proceeding with them.

1367. Was it part of your duty to give him the length of the piles? Certainly not.

1368. That is his business you consider? Supposing I had given Mr. Rhodes the length of the piles, it may not probably be known to the Committee, but I know that no two piles are driven down to the same depth in one bridge, and the only way of ascertaining how far a pile will go is by pitching and driving one for each bridge; but had I shewn Mr. Rhodes the depth to which he should drive them he would have driven them to that depth and then stopped, and would have refused to drive them further without an extra price.

1369. You say Mr. Rhodes has in his possession plans for twenty-five bridges? I do.

1370. Are these bridges of wood? Yes.

1371. Are all the bridges along the Southern line of railway which are in the hands of Mr. Rhodes of wood? Yes.

1372. In forming the design for these bridges, did you follow any plan of a similar construction with which you are acquainted? No.

1373. Have any objections been raised to the character of the bridges by the contractor, or by any one else? The only objection raised by Mr. Rhodes, when I heard him give his evidence was, that he believed the bridges were too weak, but he was unable to state why. The evidence of the other witness was, that he believed the bridge was strong enough, but that he believed some time or other it would not be strong enough; but I think that is no reason against the bridges. I say, positively, that they are strong enough, and that they will carry eight times the weight that will ever come upon them.

1374. Are there not on the Southern Line culverts of brick projected in situations precisely similar to those where the wooden bridges are? No.

1375. In no part of the Southern Line? No.

1376. There are only two wooden bridges on the other side of the Menangle? Yes.

1377. There are many culverts on the other side of the Menangle? Yes.

1378. Are these brick culverts on the other side of the Menangle in situations so different from those where there are wooden bridges here, that there is a sufficient reason for having timber bridges on the one side and brick culverts on the other? Yes; on the Menangle side we head nearly the whole of the creeks up to Picton, and the fall of the creeks where we do cross is very rapid; the height of the embankment is so great, that to have erected wooden bridges over these creeks would have entailed an enormous cost, such a cost as I did not think it worth while the Government should risk.

1379. I believe you have been in the House and have heard the whole of the evidence given at the Bar? Yes.

1380. On Friday, it was stated here, that at a place called Harris' Creek, where there is a ten-feet culvert, a bridge, with brick or stone piers, would have been much preferable? I heard that statement.

1381. The embankment there, I think, is stated to be about 76 feet high, and the culvert itself will be 80 or 90 feet long, and the span of the creek is something over 100 feet—would you be kind enough to state to the Committee why a brick culvert is preferable there to a viaduct of brick or wood? I heard the evidence the other evening which stated that a viaduct could have been built for £3,000, now I am quite confident it could not be built there under £12,000; in addition to which, the whole of the earthwork which had been provided, must have been thrown away. A ten-feet culvert is quite sufficient for the purpose, for there is a rapid fall from the top of the creek to the Nepean, and the embankment being 76 feet high is so wide at the base that no flood can ever damage it. By the adoption of this culvert we have saved £9,000.

1382. The collecting-ground from which the water is carried to this creek is very large, I believe? It is very limited, and during the recent floods there has never been more than about 11 feet of water in this creek.

1383. The flood level has been stated to be 18 feet? Supposing it to be 20 feet it would never injure the bank there; a 10-feet culvert will be sufficient to carry off any water that may come there.

1384. There is a bridge, if I recollect rightly, on this side Spaniard's Hill—I think, but am not quite sure—the next bridge to Harris' Creek, where a brick culvert was marked upon the drawings originally that was changed to a wooden bridge, was it not? Yes, it was changed after a conference with Mr. Hughes—

1385. One moment, if you please—it was originally marked as a 5-feet culvert upon the drawing, and I am told that it was subsequently altered to a wooden viaduct of great height—will you have the kindness to state upon what calculations it was first designed to be a brick culvert of 5 feet, and then upon what calculations, or upon what experience it was changed to a wooden viaduct, I believe, of over 20 feet high? Originally it was intended to be a 5-feet

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feet culvert, which was quite sufficient for the drainage, but Mr. Hughes, the owner of the property—the bridge, I may remark, is over an occupation road for the use of cattle going to the water—Mr. Hughes represented that it would be a serious inconvenience to have to drive his cattle over a level crossing, which he would have had to do, and we should have had to divert the road about 200 yards. He said that he would make a considerable reduction in his charge for the land, and we considered it desirable to alter the plan as at present. With regard to the cutting spoken of by Mr. Rhodes, rails have been laid down there which for the last five or six months ———

1386. That is, the rails have been laid down and not used for how long? It is five months since they were laid down, and they have since been removed by Mr. Rhodes.

1387. Is it not usual for persons carrying on extensive railway contracts to concentrate all their labor for a time upon certain parts, and to leave others? That would have been the course I should have presumed Mr. Rhodes would have pursued; but he has pursued an opposite course—instead of concentrating his labor he has spread it over the whole line from Campbelltown to Picton, consequently he requires a greater length of rails than any other contractor would have done.

1388. For example, in this deep cutting which you describe as one of the most important cuttings on the line, is it not nearly cut through? The whole cutting is 32,000 yards, and Mr. Rhodes has taken about 18,000 yards. He laid his road, and had everything arranged for completing the whole, but neglected to build a bridge at 24 m. 25 c. over which a portion of the excavation must go, and the consequence was that in October last he suspended the whole of the cutting. He has since taken up the temporary way, and has removed it to some other place.

1389. The whole of the temporary way is not taken up, for part of it was there when I was there yesterday week? There might be three or four rails there, but the majority of the rails were entirely taken up and removed.

1390. Speaking of Harris' Creek, where there is to be a ten-feet brick culvert, was it not intended in the first instance to have a five-feet culvert? Yes; but during the heavy floods of February last I had a report from the inspector that he thought a five-feet culvert would hardly take off the water, and he therefore recommended a ten-feet; but if it had been a five-feet culvert the pressure of the water would not have injured the embankment, which will be 200 feet at the base.

1391. Will it be as much as 200 feet? It is 76 feet high, at a slope of one and a half to one.

1392. When the last floods occurred did you take any means to ascertain the flood level at different parts of the line? Yes, I did, throughout the whole line.

1393. Did you go yourself? No.

1394. Who went—was he an engineer? Mr. Mason.

1395. Does he occupy the position next to yourself? Yes.

1396. Did he visit all the places which had suffered by the floods? Yes.

1397. Did he carefully ascertain the flood level, and in each case report to you? Yes.

1398. Did he report in writing? No.

* On. 1399. There is no report in the office which shews the result of that inspection? No; but I can shew the section in which I made the alteration in the culverts upon his recommendation.

1400. Did you take any similar steps after the floods of last week? I instructed the inspector to go through, but I have not yet had his report.

1401. You have not been yet yourself? I have been as far as Campbelltown, but I have not yet had an opportunity of going myself. I should have gone if I had not been required to be here to-night.

1402. I believe part of a viaduct with brick pillars, between Liverpool and Campbelltown, is seriously damaged? Yes.

* 100. 1403. Perhaps you will describe the damage sustained? One viaduct the brick piers are entirely swept away, and the superstructure has been carried 200 yards into a field, taking the whole of the permanent viaduct.

1404. When you say the superstructure you mean the piers? The piers are carried away and the superstructure. There is nothing left except the brickwork at the bottom.

1405. That is the principal viaduct, which is a structure of wood on brick walls? The whole of the viaducts between Liverpool and Campbelltown are timber structures on brick piers.

1406. There is one larger than the others is there not? The largest is the one at Liverpool.

1407. Has that sustained any damage? No.

1408. That is out of the reach of the floods? Yes.

1409. Will you describe the damage which the other viaducts on this extension have sustained—I believe this was carried out under your direction? The works were carried out under my direction, but the line was not laid out by me. The line was proclaimed before I came into the Colony, and when I came I was told I could not make any deviation from it.

1410. I should understand that you are not responsible for the design in this line, but for the manner in which the works are executed? Yes.

1411. Will you be good enough to state the effects of the late floods? Nearly the whole of the viaducts along the line with brick piers and timber tops have been seriously damaged; one has been entirely swept away; of another three piers have been taken away, and the superstructure has been left standing, and several other bridges have been seriously damaged, but the brick piers shew that the work is well done, for they lie in a solid mass in the bed of the creek.

1412. Do you know what foundation the piers were upon? They were all upon good hard foundations, as must be apparent, for they have withstood floods for two years, without any appearance of injury to them; but the present flood has been higher than any that has been known before, and has been carried entirely over the rails and bridges. The bridge to which

I have referred has been carried away not so much by any pressure against the piers as by the pressure of the trees and brushwood which had accumulated against the superstructure, which has taken away not only the superstructure but the embankment and the rails.

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1414. You carefully inspected all the places where this damage has occurred? Yes.

1415. And you are satisfied the work was well and faithfully executed? I am satisfied the work was well done; the piers will shew they were well done. A great deal has been said about the bridges on the Campbelltown Line, and as this is the first opportunity I have had of making an explanation, I may state that, after the line had been at work three months, I found that the mortar which had been used was bad, and I then had a number of piers taken down and re-built with cement, at the cost of the contractor. That this latter work was good can be seen from the piers, which have fallen bodily into the stream.

1416. I should gather from what you have said that you are of opinion the brick piers will not answer? I am quite sure they will not; they are the worst things you can use in this Colony. I have seen no mortar in New South Wales fitted for railway works.

1417. Has this flood satisfied you that timber piers are the safest and best? I was quite satisfied before, and the result of the flood has in no way altered my opinion.

1418. Your judgment is confirmed? Certainly; but this has not led me to the conclusion. I was satisfied before that brick in mortar was not fitted for railway purposes.

1419. Coming back to the timber bridges near Glenlee, what is the character of the country there, and what is the flood of water which requires to be carried away there? I have here a statement made out at the time of the flood in February last, shewing the area of water in the different creeks between Campbelltown and Menangle. (*The witness read the same. Vide Appendix 2.*)

1420. What I wish to know with a view to this particular situation is, the character of the country—whether the viaducts are to afford passage for the cattle traffic, or to carry off the water in the creek? Many of the bridges between Menangle —

1421. I am now alluding more particularly to the two large viaducts by Glenlee? Yes, the first one of which the model is before the House (23 m. 65 c.) is to cross the public road from Camden. Mr. Rhodes, I believe, proposed to shut up this road entirely. I do not know whether he was aware that there was a road there, but he proposed to have an eight-feet culvert there, which would have shut up the road. The arrangement made with Mr. Howe was, that in addition to the bridge required for the Camden Road, openings should be left for his cattle, and finding there was not sufficient earthwork to complete the whole of the embankment without going into side cutting, I thought it advisable to lengthen the viaduct.

1422. With regard to this wooden viaduct, as far as I understand the objections raised to it, they amount to this—no one says that it will give way, even if submitted to the test of two locomotives going over; but it is said that on account of its being upon piles so high—some of them I believe thirty-one feet and a-half? Thirty-one feet and a half is the highest level to the rails, not of the piles. This is the highest (*pointing to the model*)

1423. They are over thirty feet, I presume? No, the average is twenty-eight feet.

1424. Twenty-eight feet I believe, from the statement of some honorable members, is the height of this chamber? I dare say it is.

1425. The objection, as I understand it, is this—that a bridge upon piles of that height only resting in the ground a few feet, with no intermediate stays or braces of any kind, standing apart all of them twenty feet, with a roadway upon the top only eleven feet and a half wide and that fastened into the piles by only an iron spike, in the course of time by the pressure of the traffic and the action of the atmosphere will become crazy as it were, and lead to an accident; but their objections could scarcely be met by any test immediately upon the construction, as I understand them, because time and these agencies are necessary to bring about what they predict will ensue? I do not know a more safe prediction for any one to make than that a viaduct will tumble down some time or other; but for a person to assume that a viaduct will tumble without giving a reason is not to be listened to for a moment. Now this viaduct is strong enough, and will bear eight times the weight that will ever come upon it. With regard to the thirty feet viaduct the bridge is braced with a double set of double walings, and a double set of double braces; it is framed together as strongly as it can be, and there is nothing in the bridge which has the element of weakness in it. There are bridges of precisely the same construction on the Northern Railway, and the greatest deflection we have had in one of the entire openings is one-eighth of an inch; and I have seen bridges tested in England where there have been deflections of four inches.

1426. I think you hardly understand the character or the extent of the prediction, it is not said that it will tumble some time or other, but some witnesses have said that it may lead to an accident in three years? How do they arrive at that conclusion; there is no evidence to arrive at it; there is no sound reasoning to support it. With reference to the jagged spike of an inch and a quarter passing into the pile, there is no action upon that spike, for the inch and a quarter spike upon this model (*referring to the Model exhibited*), is simply a spike passing through the corbel into the head stock; but the corbel is in no way depending upon the spike. The spike is quite sufficient to keep it down, and there is no tendency in the bridge to come up. If there be a tendency at all, it is for the bridge to go down. (*The Witness here referred to the Model, and explained its construction.*) I will take the top beam off that bridge, and run an engine over it without the top beam. There can be no oscillation upon that bridge. The tendency to oscillation is prevented by the curve. If the bridge had been on a straight line, there would have been far more oscillation than on a curve.

1427. You state that the persons who object to your design of this bridge, have given no reasons. I think they have given some reasons; they state there is the absence of any stays such as they have described at the Bar as existing in wooden bridges in England? I know

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perfectly well what you allude to. The only use of struts would be if the lower beam were too weak to carry the traffic, then struts might be put in to support the lower beam; but where you have two beams, as in this viaduct, you do not need struts. If you take out the top beam, and assume that the lower beam is not sufficient to support the traffic, then struts might be necessary, but when you use struts you throw an additional pressure upon the piles, which is not thrown upon them by this construction. If you have a sufficient strength of superstructure without the struts, it makes a better bridge. The strutting of bridges is simply a temporary arrangement, not often resorted to either in England or anywhere else. Where there is a top beam, struts are entirely unnecessary.

1428. Have you taken steps to satisfy yourself of the durability of the timber of which these bridges are constructed? I have a piece, in my office, of ironbark timber taken out of a culvert in Parramatta which has been, as I am informed, in that culvert forty years, and the timber is as sound now as it was at first, excepting the decay of the sap.

1429. What is your calculation of the durability of the bridges you propose to erect? I have endeavored to obtain information from persons in the Colony who have had an opportunity of observing the durability of ironbark; and I believe the timber of the bridge at Camden when it was taken down, after it had been in use twenty-seven or twenty-eight years, was perfectly sound, and that the tenons and mortices were as sound as when they were put down.

1430. How long do you calculate, from such data as you have before you, that these bridges will last? I have not the shadow of a doubt that if these bridges were properly attended to, by being properly tarred, they would last fifty years—I have no reason to doubt it.

1431. You heard it stated at the Bar that they would not, under any circumstances, last twenty years? Yes; and at the same time I knew that the person who said so had no knowledge of ironbark, and was simply giving his experience of American pine and Baltic timber, which will not last twenty years; but I look upon ironbark as superior to any timber I have ever seen for a railway.

1432. On the Western Line I believe there is a viaduct finished over South Creek? No, I believe not; I should be very glad to see some of the bridges finished on the Western Line, for they have been in hand a long while.

1433. Is the bridge finished over the South Creek? I believe not.

1434. I am told it is; in that case I am told that the piles do not go into the mud more than three feet before they strike upon the rock in the creek? That statement I heard from Mr. Rhodes the other night, and the inspector on the line having seen the report in the paper, came down to Sydney on purpose to tell me that the statement was incorrect—that it was not so.

1435. Did the inspector tell you how far they went in? The inspector brought a paper with him to shew the depths they went, and instead of being driven through mud the piles spoken of, which were simply battering piles, they went down—

1436. Were they not driven by Mr. Rhodes? I believe they were.

1437. Does the inspector who denies the statement made by Mr. Rhodes explain how they were driven and to what depth? I have not the paper with me.

1438. Will you state what the depths were? I think the best course would be to examine him at the Bar; I see no objection to that.

1439. Perhaps the House might see some objection; do you not recollect the substance of his statement? The majority of the piles were driven down from seven to ten feet, but there were three or four that were driven down only four feet nine inches, and they were driven through very hard ground, before they arrived at the rock. They were driven down to the rock, and then the driving ceased.

1440. From your evidence, I should gather that the wooden bridges you have caused to be erected on these railway extensions are the most suited to the climate, and, taking into consideration the occasional severe floods, the best that could be constructed? I have not the shadow of a doubt about it. The only difficulty—and I must admit with reference to this viaduct at Menangle that there is a difficulty—is to know the height the flood will rise, for I am sure whatever bridges are put over the Menangle, whether brick, stone, iron, or timber, if the flood rises to the rail level they will be destroyed. That is the only difficulty with the Menangle. I believe the late flood was higher than that of February, and that the flood of February was higher than any known before, and if the next flood is to be higher than that I am quite sure that any bridge that may be put up, whether of brick, stone, iron, or timber, will be destroyed.

1441. I think you have stated that in all these cases you took the precaution to measure the natural collecting grounds along the line, in order to estimate the amount of flood water to be carried off? No I did not. I think the measuring of the natural collecting ground is the most erroneous means of ascertaining the amount of flood water. The only means by which you can ascertain the rain fall is by taking the flood levels, and then as much water-way should be given as possible.

1442. These bridges have not been constructed from any calculation of that kind? The bridges on the Southern Line, between Menangle and Campbelltown, have been constructed to provide for the greatest amount of water-way which could be given for the creeks,—that is to say, the amount of water-way has been given equal to the size of the creeks.

1443. Beyond Harris' Creek, will you state what is the size of the bridges or culverts between there and Picton? I have not the list, but I should say from five to ten feet diameter between Harris' Creek and Picton. The reason that culverts have been adopted is that the creeks have been headed, so that the collecting grounds are very small, and the height of the embankments is very great, hence there is greater power in consequence of the breadth of the base to resist the water. If the embankments had been as low there as they are between

Menangle

- Menangle and Glenlec I should have felt it to be my duty to have put in bridges instead of culverts there. J. Whitton,
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1444. Are all the situations where culverts are to be put in beyond the Menangle similar to Harris' Creek in the character and formation of the country? Generally they are. The only collecting area is from the side of Razorback; but, as there is a great fall between Razorback and the Nepean River and Stouequarry Creek, where this water flows, it was not necessary for bridges to be built. May, 1860.
1445. Is the model you have there the model of any particular culvert? (*Referring to a model produced at the bar.*) It is a model of the culvert proposed by Mr. Rhodes to be substituted between Menangle and Campbelltown in some places where the area of water is above 9,000 feet.
1446. There has been a dispute between the contractor and the Government as to the mode of payment for the cuttings, as to what is earth and what is rock, I think? Yes, there has.
1447. Mr. Rhodes claims a considerable portion of the stuff as rock, which you, I believe, have decided to be earth? Yes.
1448. What is the difference in the pay? 2s. 7½d. and 4s. 9d., but it should be distinctly understood by the Committee that, under the specification by which Mr. Rhodes took his contract, it is distinctly stated that shale shall only be paid as earthwork, and that only that shall be paid for as rock which is generally known as rock.
1449. You saw the lump of stuff which Mr. Rhodes had in his hand when he was at the Bar? I saw several pieces, one was brought to me that was shale undoubtedly.
1450. Have you recently been over the works? I was over the works on, I think, the 14th of last month.
1451. Have you looked at the cuttings lately, the deep cuttings? Yes, I have.
1452. At what cuttings? At the cuttings at Douglas Park, where Mr. Rhodes claimed to be paid for shale as rock. From Menangle
to.
1453. The shale there is one solid mass at the bottom of the road? Yes, solid shale.
1454. Which they have had to excavate as rock by blasting? Yes, shale has always to be blasted. Generally—
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1455. Is that included in any special contract to be paid for as earthwork? Mr. Rhodes' contract is this, that earthwork is to include sand, gravel, clay, marl, shale, &c., and no extra price will be paid under the head of earthwork, excepting for what is generally known as rock, and as this happens to be shale, I should not be justified for certifying for it as rock.
1456. Without these special conditions, will you state your professional opinion as to what determines the distinction between rock and earthwork in England—what I wish to arrive at is, whether there is any mode by which it is understood between contractors and engineers how to distinguish between rock and earthwork? There is no understanding whatever. If Mr. Rhodes executes a contract that—
1457. Without regard to these special conditions, I wish to know what is the general understanding as to what is rock? The general understanding is a matter of agreement. Contracts in England are generally let upon what are called guaranteed contracts. A guaranteed contract is simply this, that the contractor agrees with a company to complete the whole of their work, in accordance with a certain specification for a certain amount of money—whether rock or shale, or whatever other material there may be, is paid for by a schedule of prices agreed upon—a certain amount is paid during the progress of the work, and at the end of the contract the total balance is paid in a lump.
1458. Were you ever acting as engineer of any railway in that way you are now doing? I have been engaged in many lines upon which Sir Samuel Peto was contractor, and I have no hesitation in saying, that if the matters now in dispute were submitted to him he would assent to the course I have taken. I never had any dispute with Sir Morton Peto, and I have settled many—
1459. That is not exactly an answer to my question—my question was whether in England you had ever occupied the same position as you now do—in fact, whether you were ever Engineer-in-Chief of a company answerable for the agreement with the contractor? I was the resident engineer and had the entire control over the whole of the Oxford and Worcester Line from 1852 to 1856, and in that capacity I had to settle the whole of the contracts between the company and Peto and Company, and Mr. Tredwell, amounting to three-quarters of a million of money. I settled the whole of the contracts; and although there were disputes they were all ultimately settled satisfactorily.
1460. I wish to ask you what is your experience of the practice in England with reference to the decision of what is rock and what is not? My experience is that it is entirely matter of agreement, and can have nothing whatever to do with what is done in other countries. I say the agreement with Mr. Rhodes is this, that he shall be paid for shale as ordinary earthwork, and not as rock.
1461. Have you, in any instance, allowed Mr. Rhodes to reckon these excavations of shale as rock? No.
1462. In no instance? No, not to my knowledge.
1463. How often do you go over the works? I have, of course, very important duties to attend to in the office, and I simply go over the works when I think it necessary I should do so to examine the works. I never waste my time in going over the works to look at them, simply because I have duties far more important to attend to.
1464. Have you any objection to state to the Committee how many times you have passed over the entire of the Western, Southern, and Northern Lines? Not the slightest. I do not know exactly, but I have been over the Southern Line some five or six times, over the Western Line probably about the same number.
1465. The Northern Line? Perhaps I have been over it three times; but if I had been over

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over these lines once a week I could have seen nothing that required my attention. I always left a person in charge who could see what was going on and report to me. The works have not been neglected in any way; every information required by the contractor has been on all occasions furnished.

1466. Have you any engineer resident upon the works whose duty it is to be generally on the road? It depends upon the name you give him. I have a person on the Southern Line called an inspector, he is not dignified with the name of resident engineer, but he is thoroughly efficient in all the duties he has to perform. He reports to me the manner in which the works are going on; he is always on the works, and when any thing is required by the contractor, if the information cannot be furnished by him it is supplied by me.

1467. There is a dispute between the contractor and the Government, or rather the railway authorities, as to ballasting—would you be kind enough to explain the position in which that dispute stands? Shortly after Mr. Rhodes' arrival he agreed with me on a specification that I wrote, that he would perform the whole of the ballasting on the extensions, North, West, and South, at 17s. 6d. per yard, he finding the stone ballast; the upper part to be boxed up with sand. Shortly after Mr. Rhodes had been at work he wrote to me to ask me if I had any objection to his using the stone found in the work for ballasting. I said I had no objection, only that such stone taken for that purpose must be stacked to be measured, so that the quantity used by him might be deducted from the total quantity in the cuttings. Mr. Rhodes objected to that, and said, that the Government in addition to giving him the stone found in the cutting should pay him 4s. 9d. a yard for the excavation of that stone used for private purposes by himself. Now this appeared to me something more than I could consent to, and I declined to do it, for it simply amounted to this:—that we should be paying Mr. Rhodes, in addition to 17s. 6d. a yard for ballasting, the price of quarrying the stone. This would make the cost of his permanent work more than a pound a yard. I, therefore, declined to give it him.

1468. In the correspondence before you at page 5, there is a letter of Mr. Rhodes with a sort of comment upon it from yourself and Captain Martindale, in which this matter is alluded to—will you be kind enough to read the paragraph 5 from the top, and your note also? “That if, upon the line of road I took out any rock that would be made available for ballasting, I might be at liberty, instead of throwing it into embankment, to use it for that purpose, undertaking to put a similar quantity from side cuttings at Messrs. Peto's own expense” So that the Government would be placed exactly in the same position as if the rock had been put into the embankment, and there buried; this, because it gave me a slight benefit (though no loss to the Government) was refused, except on terms so extortionate that it shewed no disposition to afford me every facility.”

1469. Then there is your note? My note 35?

1470. Will you read it? “To put the matter intelligibly: Mr. Rhodes contracted with the Government to supply a certain article at a price agreed upon, but Mr. Rhodes finding that it would be more profitable to himself to keep this article for his own use, insists upon doing so, and charging the Government with the cost.”

1471. Will you explain what you mean? Mr. Rhodes contracted with the Government to excavate rock if taken to embankment at 4s. 9d. a yard, to perform the ballasting at 17s. 6d. a yard, and to find his own stone, but finding that it would be much more profitable to retain this rock for his own use, he wished to employ it for ballasting, and to charge the Government for the cost of its excavation.

1472. Did not Mr. Rhodes offer to supply the same amount of stuff out of side cutting? Undoubtedly.

1473. Was not this the state of the case:—that when Mr. Rhodes took out the stone he undertook to supply the same amount of stuff out of the side cuttings? Undoubtedly he did; but although he might have made up the bank, that would not have justified me in certifying that he had removed this stone to embankment when he had used it for his own purposes.

1474. But he would, in reality, have removed a substitute for it, which would have been of as much use for the railway as if he had actually used the stone? Undoubtedly, with this exception—if Mr. Rhodes had not been agreed with for the ballasting, I should have insisted upon his stacking this stone by the side of the line, and the Government would have got the benefit which Mr. Rhodes intended to derive.

1475. Would this stone have been of any greater value than earth in the embankment? Not of greater value, but it would have been to the Government;—for if Mr. Rhodes had been allowed to use this stone on the extension for the purpose of ballasting, Mr. Willcox would have been justified in making this a precedent for the Northern Line. Mr. Rhodes had no right to it whatever.

1476. It is understood, I think, that you could have insisted upon his carrying it into embankment? Mr. Rhodes should have sufficiently understood the matter to have known that this was a concession which could not be granted.

1477. I do not clearly see why, if Mr. Rhodes had carried the same amount of stuff into embankment, he should not have been paid at the usual rate? Mr. Rhodes agreed to find all stone for ballasting; but finding in the cuttings stone which would answer for ballasting he applied for permission to use it. After this had been granted, he declined to make use of it unless the Government paid him 4s. 9d. a yard for excavating it, not for the purpose of embankment, but for use as ballasting.

1478. Are there any instances where the contractor himself has represented to you that the brick culverts are not of sufficient capacity, and you subsequently have altered them to a larger size, having at first refused to do so? No.

1479. There is something in this correspondence which Mr. Rhodes so construes? That correspondence relates to the Western Line, and before Mr. Rhodes commenced his works there,

there, he wrote to me to say he thought the slopes of the cuttings of the Western Line should be increased from 1 to 1, to $1\frac{1}{2}$, or $1\frac{1}{2}$ to 1, and that some of the culverts should be increased. As I knew that Mr. Rhodes had not commenced his work at all, I knew he could have no reason for forming such an opinion, and that his object was to save himself a certain amount of lead on the cuttings, and other earthwork would have been tipped to spoil; I declined to accede to his proposal.

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1480. With regard to the leads there is some dispute—Mr. Rhodes asserts that he was to have no lead above half a mile in length, whereas he has one over a mile in length? I have frequently heard that statement made by Mr. Rhodes, and shall be very glad to give an explanation of the matter to the Committee. In the schedule of prices sent Home to Sir Morton Peto, there was no mention made of the length of lead; in the two schedules of prices which were sent of the works executed by Mr. Randle on the Southern Line, no mention whatever was made of the length of lead. In the first schedule, which Mr. Rhodes submitted to the Government after his arrival in the Colony, he inserts the words “not exceeding half a mile lead.”

1481. Are not the words in one of these schedules written in your own handwriting? That is a matter I shall be glad to explain.

1482. *By Mr. Windeyer*: Answer the question Yes or No, and explain afterwards? I will say Yes. Mr. Rhodes frequently called upon me, to ask me to arrange with him a schedule of prices for the restriction of leads to half a mile; on one occasion I told him I had no objection to do so, and took up from my office table a blank schedule, which I believe was produced here the other night; and after the words “Excavations taken to embankment” I inserted the words “not exceeding half a mile lead”——

1483. *By Mr. Parkes*: Is that it? (*Handing a paper to the witness.*) Yes; I inserted in this schedule the words, “not exceeding half a mile lead,” and I then asked Mr. Rhodes what was to be the price; assuming that if the leads were restricted to half a mile, there would be a reduction in the price. He told me 2s. 7 $\frac{1}{2}$ d., which was the price in his original schedule.

1484. That is for excavation? Yes. I told him if that was his decision upon the matter, that the discussion must be at an end, as I had no more to say about it, and should make no such restriction. Now, with reference to this schedule, about which so much has been said, and in which Mr. Rhodes said it was agreed that the leads should not exceed half a mile—this contains no price, no name, no date, and was laid upon my office table simply as a piece of waste paper; there is nothing in it to lead to the assumption that it was sent to Mr. Rhodes, and Mr. Rhodes can best account as to how he became possessed of it; I certainly never gave it him.

1485. Was it in your office you wrote these words? In my office.

1486. It did not occur in some way of this kind—that you, as Engineer-in-Chief, and Mr. Rhodes, as contractor, were consulting with a view to arrive at terms, and that you corrected this blank printed form, leaving the prices you had agreed upon to be filled in? But no prices were agreed upon and arranged for half a mile lead. The price had been agreed upon, but no arrangement had been made that the lead should not exceed half a mile.

1487. Some price had been agreed to between you and him, without reference to this schedule? Between Mr. Rhodes and the Government—not between Mr. Rhodes and myself.

1488. This schedule was drawn by you with a view of having the prices filled in? This schedule was drawn by me with the view of getting a reduction of price upon the assumption that the leads should be half a mile; but upon Mr. Rhodes declining to make any reduction, the paper was pushed from me as a piece of waste paper, and I do not know how it came into Mr. Rhodes' possession at all.

1489. Then there was no such negotiations as this going on at the time—it does not matter whether it was between Mr. Rhodes and you, or Mr. Rhodes and the Government—that the prices were arrived at, and that you filled in explicitly and fully the schedule, so that the prices might be filled in. You did not correct this schedule with a view to the filling in of the prices? Certainly not; that schedule was prepared with a view of having a reduction in Mr. Rhodes' prices upon the restriction of the leads to half a mile, but as Mr. Rhodes refused to make such reduction, I refused to have anything more to do with the matter, and I pushed the piece of paper from me, and saw no more of it.

1490. You say you do not know how Mr. Rhodes became possessed of the paper? Indeed I do not; and it is not the first time I have asked Mr. Rhodes that question.

1491. Can you state to the Committee what length of rails for the whole fifty-four miles of extension has now arrived in the Colony? I really cannot say; but I believe the greater portion of the rails have arrived.

1492. You do not know what proportion of the entire length? No; I have not seen the invoices. I know a great length has arrived, and I dare say the whole will be in the Colony long before they are required, according to the present progress of the works.

1493. It has been stated that you have anything but a friendly feeling towards Mr. Rhodes, did you ever say that you would take care he should make nothing by his contract? I never did; but I said this, that unless Messrs. Peto sent out an agent with sufficient ability to conduct their works, they must expect a heavy loss upon their contracts. That I did say; but I never did say that Mr. Rhodes should never have any profit on the works. I know it has frequently been stated that I have an hostility to Mr. Rhodes, but the only hostility I have shewn has been to endeavor, by every means I could, to insist upon his carrying out his agreement with the Government.

1494. Your denial must be sufficient no doubt, but you must be aware that Mr. Rhodes has been engaged by Sir Morton Peto for many years, and that he has filled, in many parts of the world, the same responsible position he does here in carrying out these works? From all I have heard, I have great reason to doubt that he has ever been in that position.

1495.

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1495. You do not doubt the ability or respectability of Sir Morton Peto or of Mr. Brassey? Not in the slightest degree.
1496. Does it not seem strange that you should have discovered Mr. Rhodes' want of fitness —? I have a strong impression that Mr. Brassey has discovered it himself.
1497. You may have an impression without its being a very accurate impression? I can only say that I have received information that Mr. Rhodes has been requested to go home and to hand over his contracts to Mr. Willcox.
1498. Will you be good enough to state to the Committee, if you have no objection, how you received that information? I do not wish to make use of private communications, I think it always objectionable, but the best course perhaps would be to inquire of Mr. Willcox, who is also the agent of Sir Morton Peto, as to what information he has received.
1499. Do you not think it is quite as objectionable to make a vague statement of this kind as to state distinctly on what authority you speak? I do not think it is a vague statement. Mr. Rhodes was asked the other evening to produce a letter from Mr. Brassey, which he declined.
1500. If I remember rightly he distinctly stated that it communicated nothing of this kind to him? Probably it did not; if it did not, why did Mr. Rhodes refuse to produce it?
1501. He gave the reason that it was of a private character? That it might be, but it might contain the information nevertheless.
1502. It must be very easy to see that a letter to Mr. Rhodes from his employer might contain reference to a hundred different matters besides that, and I do not see how you can draw the inference that because Mr. Rhodes declined to produce that letter therefore it must contain something prejudicial to him? If I had not been asked the question with reference to Mr. Rhodes, I should never have made the remark I have about him; but having been asked that question, and replied to it, it was necessary in order to justify myself, and I do say that I have received information of that kind.
1503. Perhaps you have no objection to state whether you have received this from Mr. Rhodes' principals? No, I have not; but I have at second hand.
1504. Have any letters been written home from the railway authorities to induce them to remove Mr. Rhodes? I have never written to Sir Morton Peto, to Mr. Brassey, or to any member of the firm.¹⁰
1505. Have you heard that such a letter has been sent? Not to any of the firm.
1506. I think you state that the only person upon the Southern Railway is Mr. Morgan, who is designated inspector in the railway department? Yes.
1507. Is there any person who is constantly resident upon the Western Line? Yes, Mr. Storey is inspector.
1508. How often do these gentlemen report to you? Whenever they think necessary; but I receive regular fortnightly reports from them.
1509. You receive extraordinary reports if anything particular arises? Yes.
1510. Does Mr. Mason frequently go over the works? He goes over the works every month to measure up the works.
1511. Not more frequently than every month? No.
1512. Did you state the name of the gentleman who took the flood levels after the February floods? Mr. Morgan.
1513. *By Mr. Lucas:* With reference to these bridges which have been washed away upon the Campbelltown Extension, were they not carried away in consequence of being upon a bad foundation? No.
1514. The foundation still remains? Yes; and the piers are broken down.
1515. The foundation still remains level, I suppose, with the earth? That I cannot tell.
1516. Were there not some piles driven by some of these bridges? Yes; after the bridges were erected I thought it necessary to protect the ends of the piers by driving in piles.
1517. And these piles still remain? Yes.
1518. And the brickwork is washed away? Some of the bridges of brickwork are not entirely washed away.
1519. The piles you caused to be driven down remain—the brickwork has gone? Yes.
1520. With reference to the slope of one to one, do you consider that sufficient for the embankment? The embankments are all made one and a half to one.
1521. Have you, in going along the Parramatta Road, observed the cutting by the University? Yes.
1522. Have you seen that that has slipped? Yes.
1523. That is about one to one, is it not? I do not know. I never paid any attention to it.
1524. If that is one to one, and you see that that has slipped, would that alter your opinion? My opinion would not be altered, because one to one is the least slope at which you can form earthwork, and, if it will not stand at that, you must take one and a quarter or one and a half. If they will stand at one to one they will make a railway much less expensive.
1525. With reference to the strut pieces, would they not increase the strength of the bridge? I do not see that at all. The superstructure is sufficient to carry eight times the heaviest weight that will come upon it.
1526. You do not believe that the strut pieces would increase the strength of the bridge at all? You might put timber all over the bridge until you made it a solid mass; but, I think, it would be perfectly useless, and would increase the expense.
1527. The only way in which it is fastened now is by the weight of the superstructure? —
(*The witness described the construction of the bridge by reference to the model.*)
1528. With reference to the driving of piles, do you not think it would be much better to imbed a cill some four or five feet down, and to mortice the piles into the cill? I do not know any system for making a strong bridge so good as driving piles into the ground. If you find

¹⁰ My answer had reference to the report which I had heard of Mr. Rhodes' recall, and that letters from the department had been the occasion of it. One letter was written by me to Mr. Brassey on the 13th February, 1860, in reply to one from him dated November 17th, 1859. As this letter, from its date, could have had no influence on Mr. Rhodes' reported recall, it did not occur to me as necessary to name it.

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find rock near the surface, the only mode is to form a cill, and frame the piles into the cill; but there is no bridge you can possibly put up so strong as one formed of piles driven into the ground.

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1529. When you can drive them; but speaking of this bridge on the Western Line, where the piles can only be driven four feet nine inches into the ground, according to the inspector's report, would it not be better to imbed a cill and mortice the piles into it? No doubt, and if I had not been detained here I should have been down to see that that was done. It was Mr. Rhodes' duty, as the contractor, if he found that was the case, to have applied to me and told me what the fact was.

1530. Mr. Rhodes complains that when he does apply to you he cannot get information? I do not think Mr. Rhodes ever wrote a letter to me that I did not reply to at once. I have always been willing to give him every information.

1531. Do you not think, looking to the nature of railway works, that the sending of a cill into the ground would have been a more satisfactory mode? I do not see how you can do it. In the first place, you take out the surface ground if you intend to have a firm foundation upon which to make the bed of your cill; you must then have good concrete, and if the rain gets under the foundation the structure will not be so firm as it would be if it were formed upon piles driven into the ground.

1532. That is, where you can drive them? Of course.

1533. Do you think piles can be driven for the whole of this structure? Not a doubt of it.

1534. Is the land in that locality fit for the driving of piles to any depth? Not a doubt of it.

1535. Speaking of the piles twenty-eight feet long, how far do you suppose they should be driven into the ground to give a good foundation, knowing the description of earth where this structure is to be erected? It is impossible to tell to what depth a pile should be driven. The only way to ascertain it is by pitching the pile and driving it. No person, from any knowledge of the strata the pile has to go through, can tell the distance it will go, unless there be rock at the bottom.

1536. You still believe that cills and spur-piles would not be so strong as driven piles? I am quite sure they would not.

1537. And you believe structures of this sort would last fifty years? It is quite impossible to say how long they may last, but from all the information I can get in the Colony I believe ironbark will last from forty to fifty years.

1538. You believe that wooden bridges are much better than brick or stone bridges? Yes.

1539. *By Mr. Windeyer*: Suppose a contract come before you, in which a certain price was specified for excavation in rock and a certain price for earthwork, how would you determine which was rock and which was earth? I should determine it on the ground.

1540. What general rule would you go by as to which was earth and which was rock? By the general rule that rock is generally known to be rock, and that marl, clay, and shale are usually known to be what they are. I really cannot give any other reason.

1541. Is not the price for excavation fixed according to the difficulty of working the material? No doubt it is.

1542. Then, if you find a material in a cutting which is as hard as rock, and which gives the same trouble as ordinary sandstone in working, would it not be only fair that it should be paid for as rock? Not if there is a special agreement that it should not be paid for as rock, which there is in this instance.

1543. If you find that a material is so hard that it requires blasting, and is in all essential points like rock, would it not be only fair that it should be paid for as rock? Not if I agreed it should not be paid for as rock.

1544. In this shale are there not various degrees of hardness, some of it being crumbling stuff and some as hard as rock? If you go into the question of the degree of hardness you must go into the question of hard rock and soft rock, giving a different price for each.

1545. Does it not differ in hardness? No doubt.

1546. Is not some of it as hard as rock? No doubt it is.

1547. Did not Mr. Rhodes consent to receive payment for shale as earthwork, and only ask to be paid for such stuff as he had here as rock? Mr. Rhodes asked to be paid for shale as rock, it being a condition of his contract that shale should be paid for simply as earthwork.

1548. I want to know whether Mr. Rhodes did not consent to be paid for the soft friable stuff commonly understood as shale as for earthwork, and simply request to be paid for that hard material as rock which required blasting at the bottom of the cutting? Yes, I believe he did.

1549. Was there not some arrangement made under which he was, in one instance, paid for such material as rock? Mr. Rhodes has never been paid for shale as rock.

1550. That is not an answer to my question. I want to know whether there was not one of these cuttings in which he was paid for this material, about which there had been some previous dispute, as for rock? No.

1551. In none of the cutting? Not to my knowledge.

1552. Will you undertake to say, that neither with your consent, nor with the consent of the Commissioner of Railways, was Mr. Rhodes ever paid for material similar to that in dispute as rock? I will undertake to say that, with my consent, Mr. Rhodes has never been paid for shale as for rock; but as the strata are considerably mixed, small beds of stone in some cases intervening between the beds of shale, the average has generally been taken, and no doubt that average has been in favor of Mr. Rhodes.

1553. About this bridge at Menangle—I understand that you at first proposed to build a bridge with brick piers and a superstructure of iron? Yes.

1554. That you afterwards altered that proposed plan into a wooden bridge, and subsequently enlarged the plan of that wooden bridge? I do not know anything about enlarging the plan.

1555.

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1555. Did you not find it was some five feet too low, and in consequence raise it seven feet? Yes, because I found that the flood in February had risen five feet higher than any that had ever been known before.
1556. Do I understand that the brick bridge originally proposed would have been of the same height as the first wooden bridge? Yes.
1557. And I understand you to say that you found the wooden bridge first proposed was five feet too low? Yes.
1558. Then if Mr. Rhodes had erected a bridge of brick and iron, as originally proposed, it would have been swept away in the last flood? Not a doubt of it; but I do not see that I can be responsible for the height to which the flood waters may rise. I took the height of the highest flood that had ever been known, and designed the bridge to meet such rise; but it is impossible for me to guarantee that the bridges I may erect will withstand any flood that may hereafter take place.
1559. Had you the areas of the collecting grounds measured? No, I think they would be most erroneous data upon which to fix the sizes of the culverts or bridges.
1560. Would not such a measurement afford some data on which to go? Not the slightest.
1561. Why not the slightest? Because I cannot tell, and no other person can tell, the rain fall that will take place in any particular locality. The rain fall has increased ever since I have been in the Colony. The only means of ascertaining what the openings ought to be is to take the area of the largest flood.
1562. Does it not stand to common sense that if you knew whether the area of the collecting ground was five acres or five thousand acres, you would be better able to construct a bridge that would allow sufficient space for the flood waters to escape? If I knew nothing about the Colony, and a person were to tell me that he had a certain amount of collecting ground, and a certain amount of water fall, I should have no difficulty in telling him what sized openings would be sufficient, or what height his bridges ought to be; but my experience in this country has satisfied me that the same reliance is not to be placed on such data here as could be relied upon in other countries where the rainfall is more regular.
1563. Then, in general terms, I understand you to say that exclusively of this country you would be able to form some opinion from such data? I could form a better opinion in any other country than in Australia.
1564. Do I understand then that that is usually done in other countries? In other countries it is usually done by taking the greatest height of flood waters ever known in the district, and making a sufficient amount of water-way to accommodate that.
1565. Do I understand, that when you proposed the first bridge over the Menangle River you had had no experience of the floods here? Yes, I had.
1566. Did I not understand that you could not tell, by seven feet, how high the flood would come? I think it would be a very difficult matter for you, or any one, to say what will be the maximum height of the floods for the next ten years.
1567. Then as you do not profess to know anything about it, would it not have been some guide to you to have had the measurements of the collecting areas? I do profess to know something about it, for I profess to know what the floods have been.
1568. If you knew the extent of the collecting areas, would you not be better able to judge? No, I should not. If I had the height of the largest floods I should be in a better position to judge. That would be far better than to assume any certain amount of rainfall. It is possible the rainfall in any locality may be double what you assume.
1569. With reference to this question about ballasting, how do you explain this note of yours, numbered 35, in the printed correspondence, which you have before you? I explain it simply in this way, that Mr. Rhodes contracted with the Government to take out rock to embankment at 4s. 9d. a cubic yard, and he also contracted with the Government to supply ballast for the permanent way at 17s. 6d. a yard forward; but, having found stone in the cuttings suitable for ballast for the permanent way, he asked the Government to allow him the use of that stone for that purpose. Permission was given to use that stone for the purpose, but he says, in effect, No, I will not have a gift of it unless you also pay me for quarrying it.
1570. I understood you to say that common earth would do just as well in these embankments as this stone? No doubt.
1571. If Mr. Rhodes undertook to make up, from earth which he would have to supply, the deficiency in the embankments caused by the diversion of the stone to the permanent way at his own expense, as far as I have understood you the Government would not have to pay anything more? They would not in that case have to pay anything more, but the stone he excavated from the cuttings would be charged to the Government at 4s. 9d. a yard, instead of Mr. Rhodes finding the stone which he contracted to find at his own expense.
1572. Then, as I understand you, because Mr. Rhodes is lucky enough to come across a quarry which will suit his purposes, he is not to have the advantage of it, although the Government is at no more expense? I do not say he is not to have the advantage of it, but I do not think he should ask the Government to pay him 4s. 9d. a yard for quarrying stone which he is to use for his own purposes.
1573. Was it anything unreasonable for Mr. Rhodes to ask, when he found that he had an opportunity to make something out of the contract, that this should be allowed him? I do not think it was reasonable that he should ask to have a profit which it is inconsistent with my duty to give him.
1574. If the Government would not lose by such an arrangement, what objection is there to allowing him to have it? Because under any circumstances I could have made him remove the stone to the end of the cuttings, and then have had it taken away and stacked, and the Government would have saved the cost in the permanent way.

1575. How would they have saved the cost, they would have had to pay for it? They would have had the benefit of it for the purpose of ballasting, and would not have had to pay for it twice over. J. Whitton,
Esq.
1576. In what way would they pay for it twice over. As I understand Mr. Rhodes is to be paid a certain sum for excavating whatever comes in his way, and he is also to be paid at so much a yard for ballasting; as he goes along he finds a certain material which will do for ballasting, and if he makes up the banks with other material, why should he not have the advantage of it? Because Mr. Rhodes agreed with the Government that he should find stone himself for ballasting, but having been sufficiently fortunate to find stone in the cuttings, he not only asks the Government to make him a present of the stone, but to pay the expense of quarrying it. 1 May, 1860.
1577. If that was his agreement, why should he not have the advantage of it? It was not his agreement.
1578. He was to be paid for quarrying it? He was to be paid for the stone, but certainly the Government had power under the contract to compel him to deliver the stone at the embankments, and therefore it was a concession to him to allow him instead of doing so, to make use of it for ballast.
1579. Why should you compel him to be at the loss of it? He was not at any loss at all.
1580. He was at extra trouble? There was no trouble at all about it.
1581. Had he not to get the stone from elsewhere at greater expense? He contracted to do it.
1582. *By Mr. Scott:* I see at page 30 of the correspondence Mr. Rhodes protests against the certificate, or some form certified by you? Yes.
1583. He objected to the form of certificate required to be sent in to your office in order that he might get his money? He did.
1584. Is that certificate drawn out in the form usual in England or elsewhere? Yes.
1585. There is no deviation? No.
1586. The measurements and prices are made out in your office? Yes.
1587. And Mr. Rhodes must sign this certificate containing your measurements and your prices before he can receive any money? Yes.
1588. Do you conceive that his signature to that document is binding upon him? Undoubtedly.
1589. Provided he protests against it? No.
1590. Supposing it was afterwards discovered that some of the prices or some of the measurements had been incorrect? It was Mr. Rhodes' duty, if he found they were incorrect, to have pointed out where they were incorrect, and not to make a general assertion in objection to the certificate; but Mr. Rhodes did not forward any measurements to shew that they were not correct, or state that the prices were incorrect; he simply objected because there was not so much money coming to him as he expected to receive.
1591. I think you stated that Mr. Rhodes was frequently behind his time in the work? No; I simply said that very slow progress had been made with the works; there is no time fixed upon for anything except the completion of the contract.
1592. I believe you have another contractor of the name of Gibbons? Yes.
1593. Has he ever been behind his time? I do not understand the meaning of the term "behind time," as you apply it. I only understand that a contractor is behind his time provided he agrees to carry out the works within a given time, and fails to do so.
1594. Has Mr. Gibbons failed? No. The works on the Western Railway in Mr. Gibbons's contract were to have been completed by the first of October, but in consequence of the difficulty which we had in obtaining some land in Parramatta, he was allowed six weeks extra. The permanent way contract was a contract entirely beyond that of the completion of the work.
1595. It was no fault of Mr. Gibbons that the delay took place? It was no fault of Mr. Gibbons that we could not get possession of the land at Parramatta.
1596. Could you state what number of cubic yards Mr. Gibbons has averaged during each month? Of course there were a great number of months that he was not fully at work, but I believe the average of his work was about 18,000 yards a month.
1597. You are positive it was about 11,800? I am positive I stated 18,000, and I believe I did so on very correct data.
1598. Were there any parties who entered into agreements with you for the supply of timber for the various contracts that were being carried on? Perhaps you would be good enough to say what contracts you allude to.
1599. The contracts that Mr. Rhodes afterwards took? The only arrangement was one with Scott and Jolly, to deliver a certain quantity of timber at a certain price, for works on the Campbelltown and Menangle Line, which the Government were then constructing by the unemployed.
1600. Did Mr. Rhodes take over the contracts made by these parties? Yes; and at his request, I afterwards released Scott and Jolly from their agreement to supply timber for these bridges.
1601. Were these agreements mentioned in the contract with Mr. Rhodes? Mr. Rhodes was aware of them I believe.
1602. Were they mentioned in the writings? Yes; in the letters which constituted the contract I believe it is stated that Mr. Rhodes should take over the whole of the existing contracts with the Government on account of the works that were going on.
1603. Did you give Mr. Rhodes copies of these agreements? Mr. Rhodes wrote to the office for copies of the agreement with Scott and Jolly, and the reply was that the agreement was simply an understanding.
1604. You had no written agreement? No.

- J. Whitton, Esq. 1605. I think you stated that ironbark timber would last a very considerable time in this Colony? I believe it will.
1606. If I were to state to you that Mr. Close, senior, of Morpeth, put in forty years ago a fence entirely made of ironbark timber, and that the Bishop of Newcastle pulled down that fence only the other day, would you believe that the chief part of that timber was still perfectly sound? Most decidedly I would. I have timber in my possession now which has been in the ground forty years, and is still perfectly sound.
1607. *By Mr. Hoskins*: Can you say whether any letters have been sent by persons in this Colony to their London agents requesting them to make representations to Sir Morton Peto and Company as to Mr. Rhodes incompetency to carry out the works? No.
1608. Do you know whether any representations have been made to Sir Morton Peto and Co. with reference to Mr. Rhodes' incompetency? No.
1609. Have you never heard that they were? No. If you are alluding to private letters which I have written home to my friends in England I may say that I have written home private letters, but I never requested that those private letters should be shewn to Sir Morton Peto, Mr. Brassey, or Mr. Betts. I simply wrote home to my friends letters in which I mentioned what was my opinion of Mr. Rhodes' conduct, but with no reference whatever to the matter being mentioned to his firm.
1610. Do you know whether Mr. Brassey or Sir Morton Peto have heard that your opinion of Mr. Rhodes' competency is unfavorable? I have heard they are dissatisfied with his conduct, but I am not aware that they have become so from my representations.
1611. You have heard that they are dissatisfied with his conduct in consequence of its having been represented to them that he is incompetent? I simply say that I have heard they are dissatisfied with his conduct here, but I am not aware on what representations.
1612. You say you were resident engineer on the Oxford, Worcester, and Wolverhampton Railway? I was.
1613. Who was the consulting engineer? At that time Mr. John Fowler. For the last two years I had the sole charge myself.
1614. What was the length of the line? 94 miles.
1615. Was not the late Mr. Brunel the Engineer-in-Chief? No.
1616. He never had anything to do with it? Yes, he constructed the line, but he left before I went there, and before Mr. Fowler was appointed.
1617. There are a large number of timber viaducts on that railway? Yes, more than on any other line I ever saw.
1618. You are aware that Mr. Brunel always had a number of timber viaducts on the lines which he constructed? Yes.
1619. Did you ever see timber viaducts on railways at Home which were not strutted, or that had not some stays? All timber viaducts are strutted or have stays of some kind or other.
1620. Did you ever see any construction on that plan (*pointing to the model before the Committee*), with no stays for the piles, with the exception of those that are on that bridge? I have seen viaducts 120 feet high with no other stays than such as these.
1621. Do you mean to say the timber viaducts on the Oxford were not stayed or strutted with cross sections? I scarcely understand the meaning of the question.
1622. To stay the timber piles? These piles are no height, and there are braces upon them, and walings upon them; in fact they are almost equal to a solid piece of timber. I should consider any timber put on this bridge, to attempt to strengthen it, to be so much timber thrown away.
1623. Do you know whether any of these piles are driven yet? No, they are not; and I do not see any prospect of their being so.
1624. What length do you expect the piles to be? It is very possible they may be 50 or 60 feet.
1625. Do you not think, on economical grounds, it would be better, providing the contractor was willing to do it, to erect a brick bridge than to drive piles 50 or 60 feet in length? I have never heard of any contractor offering to build a brick bridge. The only thing I have heard was the contractor's offering to build a culvert eight feet high to take the public road from Campbelltown to Camden, to carry off all the water that flows there, and to allow a passage for cattle. Even if he did offer to build a brick bridge, so far as I am concerned I would not have a brick bridge built.
1626. It is not customary, is it, to bed piles on viaducts at home, but merely to drive them into the ground? It is very often the custom at home to build brick piers for a certain distance up, where the bridges are very high, then to put cills on the brick piers, and to frame on the top of that; but this is only done where the viaducts are so very high that it is absolutely necessary that something of the kind should be done to stay the timber. Where there are only low heights like this it is never done, and it would be a very considerable increase of cost.
1627. You think there will be no danger from the vibration of the superstructure of this bridge, by the passage of heavy trains over it? I do not think there would be the least danger, not even if we were to bring all the engines we have and run them over it constantly every day for the next six months.
1628. Although the piles will be fifty or sixty feet in length? I do not see the least danger in that; I think it will be rather an addition to its strength.
1629. You have alluded to some cases in which the brick piers of railway bridges have been carried away, but the woodwork is still good—what was the foundation on which those piers were built? The foundation no doubt was earth; but if you get an accumulation of trees and brushwood against those piers, and a current running 20 miles an hour, you could not keep any brickwork up.

1630. How far were the foundations sunk? Sufficiently deep to get to a good foundation. J. Whitton, Esq.
1631. Do you not think that if at that viaduct near Glenlee you were to meet with a good solid structure of earth at three feet from the surface it would be better to erect brick piers, and in fact be cheaper, than to drive piles 20 or 30 feet into the ground? No, for the simple reason that if we find a good foundation at three feet from the surface, the piles would be driven into that, and there would be no reason for driving them so far as 20 or 30 feet. 1. May, 1860.
1632. Do you not propose to drive the piles until they come to the rock? No, certainly not; it is not at all necessary.
1633. Has not Mr. Willcox remonstrated with you on the great injustice you are doing to Sir Morton Peto & Co. by your conduct towards Mr. Rhodes, with reference to the matters in dispute between you? No, he has remonstrated the other way, against the improper conduct of Mr. Rhodes.
1634. Is this the first occasion on which you have quarrelled with the agents of contractors? Well, I do not know that I was ever particularly friendly with railway contractors, but I do not remember that I ever had any quarrel with any contractor but Mr. Rhodes.
1635. Had you not frequent disputes with the contractors on the Oxford, Worcester, and Wolverhampton Railway? Not a doubt of it; and I do not think any engineer, who discharges his duty, can ever do anything else.
1636. Do you know a Mr. Durham, Mr. Rhodes' agent? I know there is such a person; I have seen him.
1637. The engineer who gave evidence in this house the other evening was asked with whom he was articed—whether he was articed to an engineer—have you any objection to reply to questions of a similar nature? Whether I was articed?
1638. Yes? No, certainly not. I was articed to Mr. Billinton of Wakefield, and served with him for seven years. He was in large practice, and a member of the Institute of Civil Engineers.
1639. Was he not also an architect and builder? Yes, of course he was, and a contractor too.
1640. *By Mr. Arnold:* Has the same mode of measuring the earthwork been adopted with Mr. Gibbons as with Mr. Rhodes? Yes, precisely.
1641. Counting shale as earth? Yes.
1642. If there had been an intention on the part of the Government to count only earth that could be removed by pick and shovel as earthwork, under this agreement for 2s. 7½d. per cubic yard, would so large a price have been paid? No, it would not; the price was arranged on the condition that it should include shale as ordinary earthwork, as well as marl, clay, and sand.
1643. In making the agreement with Mr. Rhodes for ballasting the line what was the price paid? 17s. 6d. a yard.
1644. Would that price have been paid if the Government had agreed to find him the stone? Certainly not.
1645. The reason why so high a price was paid was because he agreed to find the stone himself? Decidedly.
1646. And he is to pay all the expense of finding the stone, quarrying it, and conveying it to the spot? Yes.
1647. Then when the Government agreed to allow Mr. Rhodes the use of the stone from the cuttings, they made a concession to him that would afford him a considerable profit? No doubt, they saved him the expense of buying the stone and the haulage on to the line; and that was far more than would compensate him for making up the banks out of side cutting.
1648. *By Mr. J. Campbell:* You say timber viaducts are preferable to brick? I do.
1649. Would the expense of timber and brick viaducts be equal to the Government? No, I think brick would be three times more than the timber.
1650. Then you have saved by making the railroad of wood? Undoubtedly there is a very considerable saving by adopting timber bridges.
1651. What amount? I should think that the brick would cost nearly three times as much as the timber; and, if the foundation had to be piled, considerably more even than that, because then there would be all the expense of driving the pile foundation, as well as the cost of the brickwork itself.
1652. Mr. Rhodes stated to us that he was sent out here to do this work, and at the same time he has a share in the profits—is that usual? I believe the arrangement generally made with Sir Morton Peto and Co's agents is that they shall have a certain salary and a certain per centage on the profits, and, of course, they are naturally anxious to substitute work which will give a large profit for work which will give no profit.
1653. *By Mr. Samuel:* I find in your evidence before a Select Committee of this Assembly, upon the Sole Commissioner of Railways Incorporation Bill, in reply to some questions referring to a recommendation of yours, that only single ways shall be constructed, that you recommend the construction of double way viaducts, in these words: "Where we have to make viaducts it will be cheaper to construct them for a double line than to make them single, and to put on the extra width afterwards; because if they are only made for a single line we are obliged to extend the width of the foundations so much as to go a long way towards making a double line." Is the viaduct of which we have the model before us constructed in accordance with the suggestion you then made? I believe in that evidence I stated that it would not be necessary to construct any viaducts for a double line, except high viaducts.
1654. Do you call that a high viaduct? No.
1655. *By Mr. Hoskins:* Was Mr. Billinton an engineer for any lines of railway while you were articed to him? He was engineer for a number of projected lines, but not for the construction of any lines.

- J. Whitton, Esq. 1656. And pray how were you occupied then? I was occupied in various ways; in getting up plans for railways, in making out tenders, in constructing the Barnsley Water Works, and the Wakefield Water Works, and in many other matters.
- 1 May, 1860. 1657. He was a carpenter, was he not? No, he was an engineer and architect.
1658. Did you ever work at the carpenter's bench? Yes; and if I had not perhaps I should not have known as much about works as I do now. However, I only did that with a relation; I did not do it because I was compelled.
1659. *By Mr. Lucas*: Is that portion of the Parramatta Railway now being constructed by Mr. Gibbons going on satisfactorily? Yes.
1660. Has he had the same difficulties to contend with that Mr. Rhodes is complaining of? Precisely.
1661. Have you received the same complaints from him that you have from Mr. Rhodes? Never.
1662. With regard to the stone that Mr. Rhodes wishes to use for ballast, has any portion of the excavation taken from the cuttings where he found this stone been tipped to spoil? No.
1663. Then it required the whole of the stone that Mr. Rhodes quarried from this place to make up the embankment? Yes. But if Mr. Rhodes had not been the contractor for the ballasting, I should have made up the bank from side cutting, and saved the stone to the Government.
1664. As Mr. Rhodes is the contractor for the ballasting, what difference would it make to the Government to allow him to take this stone—would there have been any loss to the Government by Mr. Rhodes taking this stone? There would have been loss in this way:—Mr. Rhodes agreed to find this stone—
1665. No matter about the agreement? I beg that I may be allowed to give an explanation. Mr. Rhodes agreed to find the stone; he then asked the Government to quarry the stone, for that would have been the effect of it, if we had paid him 4s. 9d. a yard for it as if it had been taken to embankment; and then he wished to charge the full price of 17s. 6d. a yard for the ballasting obtained in this way; so that it would have been quarried for him and paid for twice over. If we had done this for him, we could not have refused to have done the same thing on the Northern Line.
1666. This stone had to be quarried for the cutting, at any rate? Yes.
1667. Then what difference did it make to the Government whether Mr. Rhodes put this stone in the embankment or no, if he made up the embankment with other materials? It would simply have made this difference, that it would end in giving the contractor the benefit of everything we find on the line. If we had chosen to do so, we might have taken this stone and had it stacked for ballast, so that the Government would have had the benefit of it.
1668. As he had the contract for the ballasting, you could not take the contract out of his hands? If we had done it for Mr. Rhodes we should have had to do the same thing on the Northern Line.
1669. Was there no agreement for the Northern Line? There was an agreement; Mr. Rhodes took all the contracts on the same terms.
1670. I cannot see what difference it would have made to the Government, as you say Mr. Rhodes would have repaid the amount to the Government in earthwork? I cannot certify for excavation taken to embankment when I know he is taking it for private purposes, and is charging the Government for it.
1671. He would have taken earth to the embankment in place of it, if you had allowed him this stone? That would not justify my certifying what I knew to be incorrect.
1672. *By Mr. Arnold*: Is not a different price allowed by the Government to Mr. Rhodes, under the schedule of prices, for earth from side cuttings taken to embankment, and for rock taken to embankment? Yes.
1673. And, in point of fact, was not the proposal of Mr Rhodes this, that you should certify for rock taken to embankment, when, in point of fact, it was side cutting taken to embankment? Yes; for rock taken at 4s. 9d., when in reality he was taking side cutting at 1s. 9d.
1674. *By Mr. Parkes*: I think you stated just now that Mr. Rhodes, as Sir Morton Peto's agent, had made a special condition in his contract to take shale, with other things, as earthwork? I say that is the condition of his contract.
1675. You enumerated some other substances? The terms of the specification are, that the term earthwork is to be understood to include sand, clay, marl, shale, &c., and no addition shall be made to the price to be paid under the head of earthwork, excepting what is generally known as rock.
1676. Where is that stated? In the specification.
1677. In what specification? The specification on which Mr. Rhodes accepted these contracts. It is in the specification for the Western Line, and it is also in the specification sent home to Sir Morton Peto and Co.
1678. Is that so in the specification on page 5? That is simply a schedule of prices; the specification is not there at all.
1679. Where is the specification of the works? The specification of the works was sent home to Peto and Co. with that schedule, and in that specification there is that clause.
1680. Is it in the specification sent Home to Sir Morton Peto, where this is stated, that Mr. Rhodes, as Sir Morton Peto's agent, is to excavate shale, and these other substances, as earthwork? That specification states that it is to be done.
1681. Will you turn to page 7 in the correspondence, and read the letter signed "B. H. Martindale," in which, in the second paragraph, you will find these words:—"It may, perhaps, be as well that I should here notice that the tenor of your letter would seem to imply that the agreement which the Government were willing, in 1858, to have made with
" Mr.

"Mr. Gabrielli is in force; of course that is not intended." Does not this refusal to acknowledge the agreement sent home to London include the specification sent home with it? It does not refuse to acknowledge the specification sent Home; it simply says, there was no agreement with Mr. Gabrielli; but the specification sent Home was a sample specification, in order that Sir Morton Peto & Co. might judge of the conditions under which the contract would be let.

J. Whitton,
Esq.
1 May, 1860.

1682. Is not the specification sent Home the one on which you now fall back as requiring Mr. Rhodes to excavate shale, among other things, as earthwork—is it not the specification sent Home which formed part of the agreement offered to Mr. Gabrielli, which is here denied to be binding? Yes; but there is an additional one which was made after Mr. Rhodes' arrival in the Colony. He agreed with the Government that he would construct the whole of the authorized extensions on the same terms and conditions as were arranged for the contract held by Mr Gibbons on the Western Line.

1683. Where is that? That arrangement was made in the presence of Mr. Cowper, Mr. Robertson, Captain Martindale, myself, and Mr. Rhodes.

1684. Is it in writing? I do not know whether it is in writing; but the schedule of prices is a strong corroboration of it, for they are precisely the same as Mr. Gibbons's in every respect.

1685 I wish to know whether it is in writing, because, in this unfortunate dispute, Mr. Rhodes alleges that you agreed to various things which you deny, and probably he will deny this. If it is not in writing in any way, what certain evidence have we that it did occur any more than we have that the various allegations made by Mr. Rhodes are correct? If Mr. Rhodes did not intend to work under that specification, why did he not state, on receiving from the Government the schedule of prices wherein it is stated that the work is to be carried on in strict accordance with the plans and specification, that he had no specification, and why did he receive without objection a letter from the Government, stating that the usual bond and contract must be signed, when he knew that bond and contract included that specification.

1686. Mr. Rhodes denies any knowledge of the specification included in the usual bond and contract? It is a most unusual thing for a contractor to take a contract, and after he has been at work under it for five or six months to say he did not intend to work according to the specification prepared by the Government, but that he intended to work to a specification to be afterwards agreed upon, which is in effect saying that he would only work under a specification prepared by himself.

1687. Where does Mr. Rhodes say that? There are letters to the Railway Department in which, I believe, Mr. Rhodes says that.

1688. I have not seen those letters? At all events the original specification was sent back; and Mr. Rhodes has said over and over again that the specification by which he intended to work was one to be agreed to afterwards, which means that it must be one prepared by himself.

1689. *By Mr. Hoskins:* Did he make that acknowledgment in writing? There have been so many letters from Mr. Rhodes that really I do not remember them all; but it is most distinctly upon my memory that Mr. Rhodes said he intended to work on a specification prepared by himself.

APPENDIX.

No. 1.

GREAT SOUTHERN AND GREAT WESTERN RAILWAYS.
SUMMARY OF FORTNIGHTLY RETURNS.

DATE.	MEN.*				Horses.	PLANT.			No. of feet of temporary rails not in use.	REMARKS.
	Brick-layers.	Black-smiths	Car-penters.	Labor-ers.		Wagons.	Wheel-barrows.	Dobbin Carts.		
1859. December 3	6	4	12	244	41	71	..	26	19,026	} Exclusive of G. W. R.
" 17	3	..	..	191	33	67	..	10 & 7 carts.	16,596
" 31	3	6	16	421	66	123	46	70	35,582	} List of plant supplied to Mr. Rhodes by the Government on the 5th May, 1859:— No., 22 wagons " 10 Dobbin carts. " 94 wheel-barrows.
1860. January 14	6	6	17	446	69	134	86	71	31,006	
" 28	6	6	18	475	75	154	185	73	26,417	
February 11	5	7	17	434	65	161	192	58	22,437	
" 25	5	10	22	570	87	161	151	71	24,613	
March 10	..	8	25	514	102	171	154	72	22,817	
" 24	1	9	27	553	99	172	161	59	21,431	
April 7	9	10	28	563	115	180	172	67	20,594	
" 21	2	9	26	513	103	181	173	64	18,022	

* Exclusive of men employed cutting sleepers, making bricks, fencing, and sawing.

J. Whitton,
Esq.

No. 2.

In Mr. Rhodes' letter, dated September 5th, he proposed to build Culverts 8 feet by 6 feet 6 inches, in place of the Bridges proposed by me, for the whole District between Campbelltown and Menangle. The following shows the area of the water during the late flood in several of the Creeks in this District:—

M. G.	Water area in feet.	Area in feet of culverts pro- posed by Mr. Rhodes.
At 20-77	249	41.
21-55	166	41.
22-11	188	41.
22-38	120	41.
22-51	153	41.
24-28	7,600	41.
22-53	9,460	41.

J. W.

E.

FRIDAY, 4 MAY, 1860.

Captain Ben Hay Martindale, R.E., called in and examined:—

Captain B. H.
Martindale,
R. E.

4 May, 1860.

1690. *By Mr. Parkes:* Will you be kind enough to state the office you at present hold? Commissioner for Internal Communication.

1691. You have, I believe, held an office with some other designation since your arrival in the Colony? I am Commissioner for Railways now.

1692. Your designation was not always Commissioner for Internal Communication? My first designation in the Colony was Chief Commissioner for Railways.

1693. When did you arrive in the Colony? In June, 1857.

1694. How was the railway at that time managed? There were three Commissioners at the time I arrived, Captain Mann, Chief Commissioner, Mr. Donaldson, and Mr. Hay.

1695. That is, there was one Commissioner besides the responsible Ministers for the time being? The responsible Ministers at the time were Commissioners also.

1696. Was the office you accepted in England the same as the one you filled when you arrived in the Colony? My appointment in England was to superintend the construction of railways and other public works.

1697. At the present time you hold some other offices besides that of Commissioner for Internal Communication? I am Commissioner for Roads, Superintendent of the Electric Telegraph, and also Under Secretary for Public Works.

1698. That is, you fill four distinct offices? I fill four distinct offices.

1699. But receive salary for but one? I receive the same salary that I did as Chief Commissioner for Railways.

1700. That salary is the salary of the Commissioner for Internal Communication? It is.

1701. There is no salary attached to the other appointments? No.

1702. No remuneration whatever? No remuneration whatever.

1703. Did the proposal emanate from yourself that you should fill these other offices? It arose from conversations with the Government in discussing how the department could best be carried on.

1704. Will you be kind enough to state to the Committee what were the reasons for the arrangement by which you hold these several other offices—with what object in regard to the public service? I believe the reasons were somewhat of the following nature:—It was thought that in a new country, such as this is comparatively, the Internal Communication formed one great subject—that is, the Railways, the Roads, and the Telegraph—and that it would be for the benefit of the public service that there should be one mind, one leading mind, considering constantly the various services required for those three branches. As regards the Under Secretary for Public Works; when the Department of Lands was separated from that of Works, the then Minister did me the honor to consult me as to what arrangements I thought would be best adapted for the efficiency of my own department, and in connection with the new Department of Public Works. The separation of the Lands from the Works relieved me of a very heavy mass of correspondence, and from my experience in carrying out the Department of Internal Communication for nearly three years, I was of opinion it would facilitate the public business, especially in reference to my own department, if the office of Under Secretary were not filled up, provided I could find time for the performance of the duties of Under Secretary, if they were fulfilled by the Commissioner for Internal Communication. I believe these were the leading reasons that induced the Government to fill the appointment as they did.

and if,

1705. Very similar reasons weigh with Louis Napoleon in his government—the governing of France? I am not aware what reasons weigh with Louis Napoleon.

1706. One mind directing the whole machinery of the Government; but, however, that is, I believe, the principle of despotic governments—the having one mind to govern the whole machinery—is it not? There is no despotism in my department—I have too many masters.

1707. I do not say there was, but there was a fancied analogy between your reasoning and that of the Government I have referred to. Do you recollect when a gentleman of the name of

- of Gabrielli was in the Colony, and opened some negotiations with the Government for a contract for a portion of the proposed railway extension? I do.
1708. Would you be kind enough to state as briefly as you can the substance of what took place between the Government and Mr. Gabrielli as to the preliminaries which led to the contract between the Government of this country and Sir S. M. Peto and Company? In April, 1858, Mr. Gabrielli was at Melbourne negotiating with the Victorian Government for the construction of Victorian railways. A communication was addressed to him as to whether he, on behalf of Sir Morton Peto and Company, would enter into negotiations with this Government for the construction of the railways of New South Wales. Mr. Gabrielli stated at that time that the small amount of work to be done in this Colony did not make it worth the while of Sir Morton Peto to enter upon the construction of the works in this Colony. That correspondence ceased with that. Mr. Gabrielli, subsequently, in June, 1858, visited Sydney. He then addressed two letters to me as Commissioner for Railways, desiring to enter into negotiations with the Government, on behalf of Sir Morton Peto and Company, for the construction of railways in this Colony. These letters were referred by me to the Government, and some negotiations went on with Mr. Gabrielli, which terminated in certain proposed articles of agreement being drawn up. Before these articles of agreement could be concluded Mr. Gabrielli found he was unable to carry out his part of the proposed agreement, and the agreement, therefore, dropped through; but the whole correspondence was sent to Sir Morton Peto and Company direct, and they were informed that, although the agreement had failed, yet the time and labor bestowed upon it could not be considered as entirely wasted, because it had elicited from the Legislative Assembly an expression of opinion that in the contracts for the construction of the proposed railways the principle of public competition might be departed from, and that if Sir Morton Peto and partners would without delay send a person to the Colony fully authorized to act on their behalf, the Government would be prepared to negotiate with him for any length now sanctioned, and not at the time contracted for.
1709. Mr. Gabrielli carried Home with him certain documents from the Government of this Colony? He did.
1710. Did any of those documents form a portion of the agreement subsequently entered into with Sir Morton Peto's agent? None.
1711. The agreement at the present subsisting for the contract of these railway works was in no way affected by anything forwarded to London at that time? The specification and contract are similar to the specification sent to London—almost identical with it; that is the only document.
1712. Are any of the papers sent to London in any way at present recognised—any single terms of them? No.
1713. I think in the printed correspondence between yourself and Sir Samuel Peto and Co.'s agent, at page 7 of the first portion of the correspondence printed—? Are you referring to Mr. Rhodes as the agent now?
1714. Yes. At page 7 there are these words—the concluding words of the second paragraph—“It may perhaps be as well that I should here notice that the tenor of your letter would seem to imply that the agreement which the Government were willing, in 1858, to have made with Mr. Gabrielli is in force, of course that is not intended.” Does this observation apply to everything that preceded the arrival of Mr. Rhodes in the Colony? With the exception that, if an agent was sent from Sir Morton Peto and Co., the Government would be prepared to negotiate with him.
1715. It applies to all the specific terms of the negotiation with him previous to his arrival? It does.
1716. Will you now inform the Committee whether, in your opinion, any contract at the present time does exist between the Government and Messrs. Peto and Co.? In my opinion a contract does exist.
1717. Will you explain of what papers, letters, and otherwise, that contract really consists? In the correspondence commencing with the letter from Mr. Rhodes of the 2nd April, 1859, at page 2 of the correspondence, and terminating at page 10 with a letter, dated 23rd June, 1859, addressed from the Commissioner for Railways to the Under Secretary for Lands and Works.
1718. That is the letter signed by yourself? Yes.
1719. A letter of four lines? Yes.
1720. Do all the letters and papers from this first letter, dated 2nd April, on page 2, to the letter dated 23rd June, form part of the contract in your opinion? The contract must be collected from those letters, but Mr. Rhodes was to sign the usual bond and contract. It is one of the terms contained in these letters that he was to sign the usual bond and contract.
1721. Where do you find that? In a letter of the 15th April, addressed by me, by direction of the Government, to the agent of Sir S. M. Peto and Co., on the fifth page.
1722. Will you be kind enough to read the words? “The usual bond and contract, with * in accordance * the above arrangements, will be prepared by the Civil Crown Solicitor.”
1723. Has this bond and contract been prepared? The bond and contract have been prepared.
1724. Will you be kind enough to explain what you mean by the term the “usual bond and contract”? I mean the bond and contract usually prepared and signed for railway works in this Colony.
1725. What is the nature of that bond and contract? It consists of a bond for the performance of the general conditions of the contract, and a specification, detailing how the work is to be performed.
1726. Are there in that instrument that you call the usual bond and contract any conditions
not

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not to be found in these various letters from which you say the agreement is to be gathered? I consider not.

1727. What then was the objection of Mr. Rhodes to sign them? Mr. Rhodes considers that there are —.

1728. Then what consists the matter of dispute is, that you think there are no terms introduced, and that Mr. Rhodes thinks there are? I think the principal matter of dispute is, that Mr. Rhodes as the contractor, wishes to be independent of the control of the Engineer-in-Chief, and wishes to execute the work in his own manner instead of in accordance with the instructions he receives.

1729. These are matters of argument or opinion, but are there no distinct terms that Mr. Rhodes points out; no written conditions which he points out, and which he alleges are not in any of the letters that have passed between you and him? The objections made by Mr. Rhodes are contained in a letter from Mr. Want, Mr. Rhodes' solicitor, to the Civil Crown Solicitor. The letter is a long one, and it contains a great variety of objections.

1730. Could you not state substantially, in a few words, what are the matters in dispute—if there are any written matters in dispute between you—you say that you consider the usual bond and contract contain no terms but what are expressed in these various letters? I do.

1731. Mr. Rhodes, you say, contends it does? He does.

1732. Can you state what those terms are? The letter to which I have referred states as one principal objection, that the contract is unnecessary, as the agreement is fully set out in the correspondence between Mr. Rhodes and the Government, which is amply sufficient to protect both parties. Second—that the specification is an unusual proceeding in extensive contracts, the contractors being bound in the terms of their agreement to perform the work satisfactorily before they receive payment. This letter has been laid on the Table, and is part of the proceedings. I do not know whether the Committee wish me to read it at length.

1733. My object was to get, in as connected a form as possible, the matter of dispute—however, never mind that—do you consider, setting aside this instrument which has not been signed, the agreement to be gathered from these various letters is sufficient and binding? I do, *binding*; but I consider that the usual bond should be signed in accordance with Mr. Rhodes' agreement.

1734. But if the agreement which we find in these letters is sufficient and binding, what necessity is there for that contract? Because Mr. Rhodes disputes the reading of these letters. He disputes the fact that he is bound by the specification.

1735. In that case ought he to have been permitted to have entered upon the works in such an unsatisfactory state of the case with the contract—let it consist of these letters, or whatever it may consist of—so open to dispute and to different interpretations? Mr. Rhodes stated to the Government that, as he had a large and expensive staff in the Colony, it was a matter of moment to him to commence work as early as he could; that he was prepared to take over the line from Gambelltown to Menangle, upon which we were then using what was commonly termed the unemployed labor, at once, if the Government would let him take it. Nobody imagined that a person in Mr. Rhodes' position, representing as he did such a large and influential firm as Sir Morton Peto and Company, would ever endeavor to evade signing the usual bond and contract after having agreed to sign. To meet his convenience, and to afford him every facility the Government could give, he was allowed to go to work at once.

1736. Has not Mr. Rhodes stated his willingness to sign any contract you might prepare, containing only the terms stated in the correspondence? Any terms suiting him.

1737. Has he not stated that? He has; but at the same time he stated that he would not sign the usual bond and contract—the bond and contract which every other contractor signs and makes no difficulty in signing.

1738. In your opinion, should Mr. Rhodes be guided by what other persons have done, or by what he in the preliminary arrangements agreed to do? Mr. Rhodes had agreed to sign the usual bond and contract.

1739. Where do you find that? In his letter assenting to the fact stated in my letter that the usual bond and contract should be prepared by the Civil Crown Solicitor. In his reply to that letter, the 19th April, he makes no objection whatever to signing the usual bond and contract.

1740. Your letter in which you state, "the usual bond and contract, in accordance with the "above arrangements, will be prepared by the Civil Crown Solicitor," is dated 15th April? Yes.

1741. Mr. Rhodes' reply to it is on that date? No, there is a letter of Mr. Rhodes of that date, but his reply is dated 19th April.

1742. It does not state that he will sign any bond? He makes no objection to it whatever.

1743. Did he ever verbally, in his communications with you, say he would sign any contract that had been prepared? It was distinctly understood.

1744. Did he ever assert in words that he would sign any contract? He did.

1745. I think you were present in the House during the time his examination was going on? I was.

1746. Did you not hear Mr. Rhodes state that he was prepared to sign any contract that contained the terms already agreed upon? Mr. Rhodes is prepared to sign any contract which contains his reading of the agreement.

1747. Are you aware that he has said he was prepared to sign any contract containing nothing more than the terms that are to be gathered from these letters? I am not aware that he said so at the Bar; I am aware that his solicitor has written to the Crown Solicitor to say so.

1748. That is the long letter that has been handed in from Mr. Want? Either in that or in some of the other long letters.

1749.

1749. Will you be kind enough to state what, substantially, were the conditions upon which—by the agreement as it is to be gathered from these letters—the contract was to be carried out? The contract was to be carried out under a schedule of prices. Captain B. H. Martindale, R. E.
1750. What I wish to know is this—what facility Mr. Rhodes was to have—what he was substantially to perform for the Government—what prices were to be paid to him—and so on? Mr. Rhodes was to carry out the extension from Campbelltown to Menangle, from Menangle to Picton, and also from Blacktown Road to Penrith, under a schedule of prices agreed upon between the Government and Mr. Rhodes, in strict accordance with the plans and specifications. He was to receive such facilities as the Government could give him, and especially such rails and chairs, exclusive of those ordered for the permanent way, as the Government could spare. Mr. Rhodes also, in consequence of Mr. Willcox not being in the Colony, tendered for the works up to formation level of the Great Northern Railway from Lochinvar to Singleton. In reference to the extension from Campbelltown to Menangle, Mr. Rhodes was to take over all the agreements or arrangements that the Government had already made with contractors or with the laborers employed direct by the Government upon that extension. * May, 1860.
1751. Did he carry out all these conditions? No.
1752. In what did he fail? Mr. Rhodes has written to repudiate the engagement he entered into for laying and ballasting the permanent way; and he has not, up to this time, built the wooden viaducts for which he has had a great number of plans in his possession, and which should have been commenced, at any rate, long ago.
1753. He has repudiated his engagement for ballasting the line you say, I think? Yes, through his solicitor.
1754. Will you explain what you mean by that? In the letter to me of 21st May, 1859, on page 9, the Committee will see that Mr. Rhodes tendered a schedule of prices for certain extra work, that is work not provided for in the first schedule, marked A, and attached to my letter of 15th April. That tender of Mr. Rhodes led to a correspondence and certain interviews with Government, which terminated in an agreement being entered into with Mr. Rhodes, on the 22nd June, communicated by my letter of the 23rd June, for laying and ballasting the permanent way complete, for providing sleepers, and for fencing. That agreement Mr. Rhodes has, through his solicitor, since written to decline to carry out.
1755. Did he accept it at the time? Yes.
1756. Where is the letter accepting it? There is no letter accepting it.
1757. He accepted it verbally? He accepted it verbally. My letter to him, at page 10, states, "I have the honor to inform you that I have this day written to the Government requesting that I may receive their formal approval of the final terms verbally agreed upon at your interview with the Colonial Secretary and myself yesterday." Mr. Rhodes never questioned or denied that that was the agreement for months afterwards.
1758. You say that he did not question that for months afterwards? No.
1759. At what date did he question it? I really cannot say.
1760. How many months? I cannot say.
1761. You said just now that Mr. Rhodes had declined to build wooden viaducts? I said he had not commenced building them.
1762. He delayed building them? He delayed building them, and endeavored by every means in his power to avoid building them.
1763. On what ground did this delay take place, according to his statement of the case? On his statement that the viaducts were unsafe.
1764. What actually took place in the matter? Mr. Rhodes wrote me a letter.
1765. Of what date? 22nd July; the fourth paragraph, p. 12—"Although strictly not within the province of Messrs. Peto and Co., as copartners I feel myself bound to point out that I consider the wooden viaducts proposed to be erected—the plans of which have been furnished to me—will not, when erected, be safe for the probable traffic after a very short period. Messrs. Peto, Brassey, and Betts' character as contractors will be at stake, if, after a short time, these bridges should have to be rebuilt."
1766. What took place on the receipt of this letter from Mr. Rhodes in your department—what steps did you take, as the head of your department? I wrote to Mr. Rhodes to request him to state which viaducts he considered unsafe, and Mr. Rhodes, in his reply, pointed out one particular viaduct.
1767. Which one was that? The one near Glenlee.
1768. Is that the one of which so much has been said, on this side Glenlee? That is the one of which so much has been said. In consequence of Mr. Rhodes' statement I requested Mr. Whitton to submit that plan to me particularly. I very carefully examined the plan, and came to the most unhesitating conclusion that the viaduct was perfectly safe.
1769. You had a conference with the Engineer-in-Chief upon the receipt of the letter containing these objections? I am not aware that I had, on the receipt of the letter containing the objections; but after Mr. Rhodes wrote to me to point out the particular viaduct to which he objected, I then requested the Engineer-in-Chief to come to me, and went through the plan with him. I examined it in detail.
1770. Had you at that time visited the locality where this viaduct was? I had, long before.
1771. You were acquainted with the character of the country where this viaduct was to be erected? Yes.
1772. What followed upon this re-examination of the plan? I am not aware that anything followed.
1773. Did you not make any request to Mr. Rhodes? I believe not; I had no request to make. Mr. Rhodes had already got his instructions to proceed with these works.
1774. Under any circumstances, I should think some reply would be given? A reply was practically

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practically given by this fact, that a gentleman in another place subsequently asked a question whether the Government were aware that unsafe viaducts were about to be erected, and the Government stated that the viaducts were perfectly safe. That statement, of course, was made on information furnished from the department; but I cannot at this moment recollect whether I sent any reply to Mr. Rhodes, the correspondence with him has been so exceedingly voluminous.

1775. When the plans of these viaducts were prepared, including the one just alluded to, did you give any direction in the matter? I did not.

1776. Had you any conference with the Engineer-in-Chief in the preparation of these plans? Not that I remember.

1777. Are the plans prepared by the Engineer-in-Chief without consultation with you? They are, as far as engineering details go; I am not in the habit of interfering with engineering details, except in cases of appeal, as in the case referred to of Mr. Rhodes.

1778. Are plans submitted to you for approval? Some, not all.

1779. Is it the practice to submit them to your approval after they are prepared? It depends upon the officer preparing, and the degree of confidence I feel myself justified in placing in him.

1780. Are any works executed without your having any knowledge whatever of the manner in which those works are to be executed? No.

1781. Does it not follow, then, that you must be in some way communicated with? I invariably go over the proposed line of railway, and make myself generally acquainted with the line, and the character of the structures which the Engineer-in-Chief proposes to put up; but as a rule I never interfere with his particular duties; he is the head of that particular branch. As regards the details of bridges, for instance, which he wishes to put up, I never interfere with him, except in cases of appeal such as the present.

1782. It seems desirable that the Committee should clearly understand the limits of your authority, and also the limits of the authority exercised by the Engineer-in-Chief. In any case, if plans were prepared of which you disapproved, would you consider it your duty, and have you authority to prevent, the execution of the works? Certainly; and a circumstance might happen to-morrow—although I should very much regret it if it did—something which might deprive the Colony of the services of Mr. Whitton, and I might have an engineer in whom I had no confidence; I should then feel it to be my duty practically to work his department; but as long as I have an Engineer-in-Chief in whom I can place the most entire confidence, as I can in Mr. Whitton, I feel that I should be hampering him by interfering with the details of his duty.

1783. I understand you then, that you surrender a part of your authority in consequence of the high professional character of Mr. Whitton? I do not feel it to be necessary to exercise it.

1784. You leave it in abeyance? I leave it in abeyance.

1785. You consider your office as practically and completely the head of the establishment, including the situation of Engineer-in-Chief? Decidedly.

1786. And you, under certain circumstances, would feel it your duty to exercise a rigid inspection of all that officer did? Yes.

1787. But, in the present case, in consequence of the high character of the gentleman holding the office, you feel quite safe in leaving much of the work of the country entirely in his hands? I do.

1788. Coming back to what we started from just now, as to Mr. Rhodes' objections, if you were satisfied that the works would be perfectly safe, and that Mr. Rhodes' objections were of a frivolous and vexatious character—and, I take it, if they were not necessary they must have been of a vexatious character—was it not your duty to insist upon his going on with the work, and carrying out the instructions given to him? Mr. Rhodes appealed from me to the Government, and as soon as he appealed to the Government he stopped my power.

1789. And has the dispute been going on from that time to this? Yes.

1790. And the works been standing still? No, the earthwork has been going on; but these viaducts, which should have been built, have not gone on.

1791. Many letters, I believe, are not included in this correspondence? A very great number of letters.

1792. Are any of them letters of importance to the proper understanding of the case? The letters consist chiefly of complaints from Mr. Rhodes, and the replies of the department to those complaints.

1793. These letters, I believe, come down to September 21st? Yes.

1794. That is owing to the time when they were moved for? Yes; and at my suggestion the Government put a note on these papers, when furnished to the Committee, that all the correspondence should be laid upon the Table of the House.

1795. Was there any letter subsequently from Mr. Rhodes, offering to build brick culverts for these bridges, and to fill up solid embankments? There was an offer from Mr. Rhodes to build brick culverts.

1796. What date was that? It was a letter, in the first instance, to the Engineer-in-Chief.

1797. I am told the letter was some time in October? There was a letter from Mr. Rhodes offering to erect culverts in place of timber bridges, and to satisfy me, as Commissioner, that the capacity of the culverts was sufficient to take off the water.

1798. And to uphold them for any period? I have no recollection of any engagement to uphold them.

1799. I have been informed that a letter, written I think on the 3rd October, offered to construct brick culverts, and to satisfy you that they were of the requisite substantial character; to fill up with solid embankments, and to uphold the works for a given time—I think twelve months? I have no recollection of any offer to uphold them.

1800. What is your opinion of the relative durability of these brick culverts and wooden bridges? I believe the wooden bridges to be much better. Captain B. H. Martindale, R. E.
1801. Will they last longer? I think they will last quite as long; and, I think, if the culverts proposed by Mr. Rhodes were put in, the bridges would last much longer.
1802. What is your reason for coming to that conclusion? In the first place, because in some places where Mr. Rhodes proposed to put the culverts, the capacity of the culverts was not sufficient to take the water off; and in the second, because there is very great difficulty in this Colony to get good brickwork. 4 May, 1860.
1803. Could you not insist on having culverts of what capacity you thought fit? I did not think it necessary to do so. I was perfectly satisfied with the wooden viaducts; and there were many reasons why viaducts were wanted, as for the passage of cattle, and for roads, independently of their being of brick or of wood altogether. Being perfectly satisfied with what the Engineer-in-Chief had proposed, and seeing that there was great difficulty in giving Mr. Rhodes what he wanted, which was a profit not warranted by his contract, I did not think it necessary to go further into the question.
1804. Has your experience as an engineer enabled you to form a good opinion as to the relative durability of works of this kind? I have been employed nearly all my life, I may say, in carrying out public works; often in the field from morning till night; and obliged to make my own plans, surveys, and measurements.
1805. Were you ever employed on a railway in the Mother Country or in any part of Europe? I was not.
1806. Did you ever occupy a position analogous to that you occupied when this contract was made—representing the interests of the Government or of a Company in any large work—in negotiating with contractors? I did; I was the Executive Officer at Dover for four years, and had the superintendence of the Ordnance works there.
1807. In the erection of fortifications? Yes, and of buildings and waterworks.
1808. Can you recollect the largest amount of any of those contracts, to give the Committee an idea of their magnitude? I was employed, before I left England, on a special appointment, in directing the works of part of the national defences; and I have no doubt the amount of those plans would have been some millions of money. * designing.
1809. With regard to the supply of the rails and chairs to the contractor in this case—I think you have stated, that by the terms of the agreement the contractor was to have such rails and chairs as the Government could spare? He was.
1810. Supposing the Government could only spare a quantity that would be utterly inadequate to the wants of the contractor in carrying out the work, should you have been disposed to adhere to the terms of your contract? The contractor under his contract might have been compelled to find the remainder himself, as Mr. Gibbons has.
1811. How could the contractor find rails and chairs for himself in the Colony? He could get temporary rails, as Mr. Gibbons has done. Mr. Gibbons, I believe, has made wooden rails; another contractor has made some of bar iron on wood; but there has been no occasion for Mr. Rhodes to do anything of the kind. * some.
1812. We are now merely on the terms of the agreement: Would it be for the convenience of Government, for any contractor—for Mr. Gibbons, Mr. Rhodes, or anyone else—to be driven to this shift, if other rails were at hand? It depends upon how the rails were treated. If we sent to England for permanent way rails, and then when we wanted to use them for the permanent railway, they were knocked about so as to be unfit for use, I think it would be very much against the interest of Government for them to be used.
1813. If that were the case, undoubtedly it would be; but, in point of fact, are the rails injured by such use? They are, undoubtedly.
1814. Will you explain the extent of the injury sustained by them? They are warped, and have to be made straight again. If any member of the Committee will go and see how the temporary road is laid, they will find that they are laid angle to angle, and then the ballast trucks are run over them; they would see that it is impossible but they must be injured. And it is a different thing in this country from England. In England, if rails are injured they are easily replaced; here it takes a year from the time they are sent for before they can arrive.
1815. So far as the value is concerned is not the contractor responsible for the injury done to the rails? Decidedly.
1816. Then, as far as the money value is concerned, much injury cannot result to the country? Without the contractor chose to dispute his liability.
1817. It could soon be decided whether the rails were injured or not? I do not know that it could be decided, except by a Court of Law.
1818. A Court of Law would soon decide it if the contract existed, and the rails really were injured. Has the contractor ever complained of not having sufficient rails and chairs? He has; and in every case where he has complained he has had thousands of rails lying idle. * fact of.
1819. Is he not compelled to pay 10 per cent. for the use of the rails? Yes.
1820. Then does it follow that any man would agree to pay 10 per cent. for the use of rails, and allow them to lie idle in the way you state—would it not be a serious loss to him? It is very difficult to explain Mr. Rhodes' conduct, but after the best consideration I can give to it, the only conclusion I can come to is, that after a time Mr. Rhodes made up his mind to complain of the department, and to bring it under censure, and this charge respecting the rails was an easy one to make, because it was a difficult matter to meet; and that he has therefore made use of this cry of rails and chairs in order to make an unfavorable impression. * and. It was a convenient source of complaint against the department, and especially against the Engineer-in-Chief.
1821. He would not profit much by making an idle complaint? He believed he would; he believed he would force the Engineer to substitute culverts for the wooden viaducts, and he has

Captain B. H. Martindale, R. E. has made every effort to make the department fail in their duty, even to bringing the matter to the Bar of this House.

1822. You believe that the substitution of brick culverts for wood would be a profit to the contractor? I believe it is the only reason for the proposal.

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1823. Would the filling up with solid embankments and brick culverts, substantially built, be less expensive than the wooden viaducts? I have not gone into the calculation; but, from the report of the Engineer-in-Chief, I believe it would have given a much larger profit to the contractor.

1824. You speak now from the calculation of the Engineer-in-Chief? I do.

1825. I think you will admit that it is a very singular course for any contractor to take to incur an unnecessary expense to a large amount for the use of rails he does not want? I think it a very improper course; but I say this, that Mr. Rhodes has always had rails enough, if he had arranged his work properly, to have carried out his work efficiently.

1826. Do you know what length of rails we have in the Colony towards the fifty-four miles of railroad which has been authorized by Parliament? As nearly as possible fifty-three miles.

1827. Nearly the whole length? Nearly the whole length for the fifty-four miles, but the entire extensions are sixty-eight miles. The whole of the rails are either shipped or in process of shipment from England.

1828. What is the price you have been paying in England for rails? The price has varied from £7 15s. to about £9 per ton.

1829. Are there any peculiarities in the rails? No; some few of the rails have had iron of a superior description put into them, and two miles I think have been steeled, which is a process lately introduced and very highly spoken of.

1830. What is the price of those which have been steeled? I do not remember, it was a special price.

1831. When were you over the Southern and Western Extensions last? I was over the Southern, as far as Douglas Park, somewhere about a fortnight or three weeks ago. I have not been over the Western I think since last January.

1832. The Western Line is progressing towards completion, I believe? I have not seen it for some time.

1833. Have you any report as to when it is likely to be completed? The last report I had was that the progress upon it was exceedingly unsatisfactory.

1834. Will you describe what you mean by exceedingly unsatisfactory,—no doubt the report gave some details? The report shewed me that there was little or no fencing going on, that very few bridges were in progress, and that the number of men employed on that occasion was by no means so great as it might have been.

1835. Do you know the kind of bridges on the Western Line between Blacktown Road and Penrith? Pile bridges, similar to that. (*Referring to the model.*)

1836. Are there some culverts on that line? Yes, there are.

1837. Do you know whether these culverts have been affected by the recent floods? I have no report of their being affected; I have no doubt I should have heard if they had been.

1838. I have in my hand a letter received from Penrith to-day, written by a Member of this House; and he states, "The culverts on the line between Blacktown Road and Penrith are wholly insufficient for the purpose, especially at two points—Rope's Creek and Hillend,—they are so small that they are simply absurd." This is with reference to the recent floods, the writer having passed over that district within the last day or two? I have had no report, but I think it quite possible it may be true. All the experience we have hitherto had since I have been in the Colony has shewn the necessity of increased water-way.

1839. Have you seen the bridge over South Creek, which, I believe, is the most formidable watercourse on the line? There was one in course of erection, either at South or at Rope's Creek, when I passed there. I have not seen it since its completion, certainly.

1840. It is stated that the piles of that bridge do not go more than three feet into the earth, in the creek itself, before they rest upon the rock—that the piles there, some twenty or twenty-five feet high—nearly as high as this chamber, are held by entering the earth about three feet—are you aware of that circumstance? I heard it stated here; if it is so I should say the inspecting officer on the spot, who had allowed it, had grossly neglected his duty in not reporting it to the Engineer-in-Chief.

1841. This letter, alluding to Mr. Whitton's evidence, confirms the statement; it says, "It is the fact that they have only held three feet before they touch the rock"? I should say there was great neglect of duty on the part of the inspecting officer in not reporting it; and I think, also, there was great impropriety, on the part of the contractor, in doing such work. For any contractor of high standing to do such work is very improper, for, if he knows anything about it, he must know that he had no right to do it.

* work.

1842. This is what the letter says—and it is written in consequence of the writer having read Mr. Whitton's evidence—"The piles have been driven down on to the rock; but, when the specified quantities of earthwork are removed, they will not have more than three feet of earthwork to retain them in their position"—would it not be likely that a flood coming down that creek would carry the bridge away, if the piles had held only of three feet of earth? If the statement made is correct, I should say the bridge is insecure.

1843. Mr. Rhodes gave evidence to this effect, and it is stated on this authority? I am surprised that Mr. Rhodes should give evidence that he has done such work.

1844. He contends that his work is in accordance with the plans and specifications? Yes; but it is singular that a contractor of such high character, and who takes such high grounds in finding fault with the wooden viaduct, should yet carry out what he must know to be thoroughly bad work.

1845. According to your evidence, he does not get much encouragement in objecting to carry out

out the works he is ordered to carry out? Mr. Rhodes has never been ordered to drive piles three feet, I am sure.

1846. How can he drive them farther if they then come to rock? If Mr. Rhodes found he came to rock he should have stated the fact, to give the opportunity of altering the construction of the bridge, and, if he had wished to do his duty, I believe almost any contractor would have done so; but the blame, of course, is not the contractor's, but the inspecting officer's on the line.

1847. As far as the contractor is concerned, is not what you complain of his not having done precisely of a similar nature to that which you complain of his having done on the Southern Line? I think not; if Mr. Rhodes believed the viaduct to be insecure, he was perfectly justified in saying it was insecure; but when he had said so—when he had drawn attention to it, and was told to go on with the work, he was relieved of responsibility;—his duty was performed.

1848. With reference to this viaduct at South Creek—the statement that the longest piles in that creek do not have a hold of more than three feet, and also with reference to the statement that the brick culverts are insufficient for the flood-water—shall you cause a report to be made? Certainly.

1849. Perhaps you will append that report to your evidence? Certainly. (*Vide Appendix A.*)

1850. With regard to these wooden viaducts on the Southern Road—is it the case that in all of them, whether large or small, the timbers are precisely of the same size and strength? I believe the piles are all twelve inches by twelve. I think in some of these viaducts of shorter span there is only a single instead of a double beam, if my memory serves me right.

1851. I am told that between Menangle and Campbelltown there are between sixteen and seventeen wooden bridges of similar construction to that; that some of these are thirty feet high, and some only ten feet high; and that in all cases the piles are of the same strength, and the superstructure just as strongly put together, whether lofty or low, whether lengthy or short? I think it probable that the piles are of the same scantling, in order to get good old wood of large size. I believe, speaking from memory, in some of the viaducts with small spans, the superstructure consists of a single instead of a double beam, but I am not certain, I am speaking from memory.

1852. Is it not necessary in wooden structures of that kind to have the strength of the timber proportioned to the size of the superstructure, so as to sustain an even and uniform strength all through? The timber, of course, must be strong enough for the greatest span and height. There can be no objection to have it over strong for the lesser spans and heights.

1853. Are the openings between the piles the same in all these bridges, whether large or small—the distances between the piles I mean? I think so.

1854. Suppose some of the smaller bridges have the piles much closer together than the larger ones, can you give any reason for that? If it is so no doubt there is a reason. I am not aware that it is so, nor am I aware of the reason if it is so.

1855. Are you not aware that some of the smaller bridges have the piles closer together than the lofty bridges? I am not.

1856. Well, it is the case? Very possibly.

1857. There is a bridge which I saw with my own eyes the other day—it is at 21 miles 25 chains on the line, a little beyond Campbelltown, which is only twelve feet high—that (*referring to the model*) being thirty feet high, and the piles are of the same strength and thickness as in that. Can there be any reasons for that—for the bridge which only goes over a little dyke being made so strong compared with the larger bridges? Probably the piles are of the same scantling, because it is the best size to get thoroughly good timber, and the superstructure, I should imagine, would consist of one beam instead of two, as in the larger bridge.

1858. I am speaking of the piles being close together? I presume twelve feet would be sufficient water-way, and there would be no occasion then to have twenty feet.

1859. But where this bridge is constructed, near Glenlee, it is only over meadow land, where there can be no large stream of water, and the openings there are twenty feet? But they are wanted for other things—for a road, a cattle track, and also to save the necessity of taking out side cuttings.

1860. Must not a superstructure of that kind, resting on twelve-inch piles, the roadway being the same width, be much weaker by having the openings between the piles twenty feet apart, when the height is thirty feet, than a bridge of much smaller dimensions—of one-third the dimensions—even with the piles the same distance apart? Not if this viaduct (*referring to the model*) has double, and the other viaduct single beams. The double beams will bear ~~four times the weight~~ of the others.

1861. But surely the support of a superstructure of this kind should be close in proportion to its height? But the supports of this are amply strong enough.

1862. What is the use of putting more in the smaller bridge? Because, as I have said, timber twelve inches by twelve is the best size.

1863. But that is not the point, there are more piles in the shorter than in the longer bridge? Not more in number?

1864. Yes, at every twelve instead of at every twenty feet? Exactly, because the ways are smaller.

1865. But what is the use of having them if the smaller number is sufficient for the larger bridge? I cannot say what is the object. I have no doubt the Engineer-in-Chief will be able to explain satisfactorily. I dare say you would get the evidence better from him.

1866. I do not know that I make myself sufficiently intelligible—You say, and so Mr. Whitton says, the piles are amply strong enough, as I understood, to bear eight times the weight that will ever go over them? Yes, the superstructure and piles.

1867.

Captain B. H.
Martindale,
R. E.

4 May, 1860.

• more. • than.

Captain B. H. Martindale, R. E. 1867. If that be the case, what is the use of putting nearly double the number of piles in a short bridge to that you put in a long one? This bridge has double beams, the other has single.

4 May, 1860. 1868. How can that affect the matter? It affects the weight the bridge will bear.

1869. I cannot see how that affects the supports? These supports (*referring to the model*) are strong enough for anything; the only result of your question would be that the others would be too strong.

1870. That is precisely it—if these are strong enough what is the use of making others too strong? Because timber of twelve inches by twelve is the best.

1871. What is the use of using double the number that are requisite? There are not double the number; there would be double the number if there were double beams.

1872. There is double the number of piles nearly—if the supports of the large bridge are sufficiently strong why should double care be taken to strengthen the shorter? I believe the whole of the ¹⁰piles were ordered twelve by twelve, because it is considered that ironbark of that size is the best, the soundest, and the hardest.

1873. It is possible still that I may not be understood—in this bridge I am referring to, where there were piles twelve feet apart, it is not merely of one opening, but a viaduct with several openings? I quite understand.

1874. Instead of a number of openings like that (*referring to the model*)—there are four or five openings? I believe the reason is what I have stated.

1875. Do you consider that it is your duty to inquire after the other engineers who hold situations subordinate to that of the Engineer-in-Chief? No. Perhaps I may explain to the Committee the organization of the department. The Railway Department is divided into the following sub-branches:—New works and trial surveys form one; accounts, correspondence, the maintenance of the way and rolling stock on existing lines, the traffic on the Southern Line, the traffic on the Northern Line, and the store branch, each of these forms a sub-branch in the Railway Department, each is under some officer responsible to me for the working of that branch. I transact all I do with these branches with the immediate head, and hold him responsible for all the gentlemen who assist him in carrying out the duty of the branches, and, therefore, without the head of a branch is away from Sydney, I never communicate with any person under that head.

1876. You have stated already that you have entire confidence in Mr. Whitton? I have; for I believe there never was a better officer, nor a more upright man.

1877. You have confidence not only in his professional ability but in his judgment? Yes, and in his integrity.

1878. In that respect you are quite willing to leave the other officers under him to his direction and control? I am; I never could work the department at all without doing so.

1879. Are any periodical reports made to you, as the head of the department, to shew what is doing in the Engineer's department? I constantly see Mr. Whitton; and the whole work of my department is carried on by a series of minute papers. Each sub-head forms a minute paper; and if the Engineer-in-Chief wishes to communicate a matter officially to me he puts it on a minute paper; while, if I wish to ask for any information I state it upon a minute paper. Reports that come to me come to me in that shape always. Probably I see Mr. Whitton on different matters a dozen times in a day.

1880. That of course would not supply the information which reports at stated periods would? I have no reports at stated periods. It is the duty of every head of a department to keep me fully informed of every matter which it is necessary to bring under my attention.

1881. If any work is going on, is it not desirable that at the end of every six days, of every fortnight, or of every month, you should have a report, which should not be subject to accident, detailing the progress of the work and what is requisite for facilitating it? I think it might be a very useful thing to have; but the fact is, that every officer has so much to do, that it is as much as he can do to get through the daily practical work he has to do, and I never will trouble an officer for any merely formal matter that I do not think really necessary. If I want a report upon any matter I generally call for it.

1882. That can only arise from some occurrence directing your attention to a particular part of the work going on? Every branch comes under my attention in some shape during the day.

1883. Are you aware whether or not there are resident engineers on the works? There are inspectors of works.

1884. What are the inspectors? The one on the Southern Line is a man who has, I believe, been trained from his childhood in carrying out railway works, and who is thoroughly acquainted with every description of railway work; in fact, he is a very superior foreman or clerk of works. The one on the Western Line is a gentleman who has been a considerable time resident in the Colony, and is well known, Mr. Storey, at one time employed under Mr. Randle. The one on the Northern Line, Mr. Bewick, I believe, is equally well qualified. I believe Mr. Bewick is as competent to see railway works carried out as any man can be.

1885. Is it the duty of the engineer to set out the work for the contractor? Yes.

1886. Have all the culverts been set out? The whole of the line has been set out, and he has working plans, and sections sufficient to enable any contractor acquainted with the work to carry it on. Any minor information could be given him from time to time.

1887. I believe all the plans and specifications have not been handed to the contractor? Yes, I believe every plan has, with the exception of that of the Menangle viaduct.

1888. With regard to this point, is it not part of the agreement that the contractor is to have twenty-three months from the delivery of the last plans? Not in the sense of minor plans, but from the delivery of the general plans and sections of works, to enable him to proceed.

1889. Is that in writing anywhere? Yes, you will find it in the letter of the 21st April, 1859, from Mr. Rhodes to the Commissioner for Railways—"The time for the completion of the contract is settled at twenty-six months from this date; the Government undertaking to deliver over immediately the five miles Menangle Extension, to furnish us with plans and put us in possession of fifteen continuous miles of railway within two months, and the plans and lines for the remainder of the contract within three months." Captain B. H. Martindale, R. E. ⁴ May, 1860.

1890. Were all the plans furnished within three months? No.

1891. Is not then the agreement broken in that respect? The whole of the plans for the Western and Southern Lines were furnished, I believe, within a fortnight of the time stipulated; about half of the plans for the Northern Line were furnished within a month of the time stipulated, and the remainder within another month, and I recommended the Government—finding that owing to two of the surveyors breaking down the plans had not been given at the exact date—I recommended the Government to give the contractor ^{four} 11 day for. days for every day's delay in giving the plans, although I did not believe that the delay was of any consequence to him when he had twenty-six months to do his work.

1892. Did the contractor accept that? No.

1893. However convenient that might have been to the contractor, would it not have been a serious loss to the country? The delay was unavoidable. The Engineer-in-Chief himself went out into the field to endeavor to get the plans in time. The assistants were the best that could be got at the time; they were entrusted with the work; but when their work came to be examined it was found to be incorrect and useless, and it was that which caused the delay. No officer could have controlled the breaking down of these men.

1894. Mr. Rhodes, when he was at the Bar, complained that the plan of the Menangle bridge—that bridge being the most important work on the line—was not furnished to him early. He says it is the practice for the contractor to have furnished to him the plans of the most important works at first, in order to enable him to make the most advantageous arrangements for executing those works—Is that the practice, do you know? It is; but the plan of the Menangle viaduct was not furnished to Mr. Rhodes for the reasons stated in his evidence by Mr. Whitton the other night. The delay arose from Mr. Rhodes wishing to charge a very undue price for the iron.

1895. With regard to this dispute about ballasting, what is the view you take of it—you heard Mr. Whitton's evidence the other evening? What is the exact point?

1896. Mr. Rhodes, as I understand it, complains that he has contracted for stone ballasting the line at a certain figure, and he feels himself aggrieved because he is not allowed to use any stone that turns up in the cuttings, he undertaking to supply the deficiency of stuff from side cuttings to fill up the embankment? There is no objection to Mr. Rhodes using the stone, the objection is to paying Mr. Rhodes for stone as if he had excavated and put it into the embankment; and the Committee will see that under the schedule of prices it would be impossible to pay Mr. Rhodes. It would be falsifying the accounts if we were to return 10,000 cubic yards of rock taken to embankment, when in fact it has not been taken to embankment.

1897. You concur entirely in the evidence of Mr. Whitton upon that point? I concur in this, that it was impossible to pay the contractor for the stone he had taken for his own purposes, as if he had taken it out of cutting and put it into embankment.

1898. If he had made up the embankment in the same way as if he had buried the stone in the embankment, could the public have suffered? Then he would not have done the work for which he would have required a certificate. If we had paid him anything, we must have paid him for the side cutting.

1899. Did he not propose to take from side cutting the same amount of stuff as the stone he reserved for his ballasting? Exactly; but side cutting is worth 1s. 9d. a yard, and excavation of rock taken to embankment 4s. 9d.

1900. Exactly, and in that way it would have been an advantage to Mr. Rhodes, but would it have been any loss to Government if he had made the embankment of earth as well as if the stone had been buried there? The Government had a right to a fair share in the advantage.

1901. I can understand the basis upon which you put it in claiming a share of the advantage, and I am not prepared to say but what your view is correct, but what I want to elicit is this,—whether what Mr. Rhodes asked, although an advantage to himself, would in itself have entailed any loss on the Government? Clearly, because the Government need have paid him only—supposing they had paid him anything—1s. 9d. for the earth from side cutting, and the Government would have saved 3s. upon every yard.

1902. Could not Mr. Rhodes insist upon carrying this rock to embankment? No, he could not; the Engineer-in-Chief might have ordered him to take the stone and stack it wherever he liked.

1903. And then have compelled him to fill up from side cutting at a lower price? Yes.

1904. Then this is Mr. Rhodes position, that in excavation he cannot carry all the stuff he excavates into embankment at his own option? He is bound to set aside any material which he may be ordered to do by the Engineer-in-Chief, and if he find anything to the advantage of the country it is not unjust to the contractor to require that the country shall have the benefit.

1905. Then it is altogether optional on the part of the Engineer-in-Chief whether the contractor shall carry out the stuff from cutting into embankment, he can either compel him to carry it into embankment or to fill up from cutting? I forget whether the power to alter the contract is vested in the Engineer-in-Chief or in the Commissioner, but it is in one or the other—it is the same thing on principle. I am afraid I cannot find the particular clause.

1906. If you append it it will save time? I will append it then, if you will allow me. (*Vide Appendix B.*)

Captain B. H. Martindale,
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1907. This is where I am at a loss myself clearly to understand the position of the contractor. I was under the impression, up to this point, that in carrying his cuttings through the rising ground, he could at his own will carry the whole of the stuff into the embankments; and in this matter of the stone I understood this, that when he found stone in the cutting, it being of no use buried in the embankment, he asked permission to use it for the ballasting which he had undertaken to do,—he at his own expense purchasing land if necessary, and taking the requisite amount of stuff out of side-cutting to fill up where this stone would otherwise have been buried. That is how I understood the case, and therefore I could not see, though this arrangement would be a profit to the contractor, in what respect it would be a loss to the country; and in that case I could not see why he should not be allowed any profit that would not entail loss on the country? The case is simply this—that if we pay him for this rock which is taken for ballasting, but which should have been taken into embankment, we are paying him for work that he never does. According to the schedule of prices, he is only entitled to be paid for work which he does, at the rate stated in the schedule; and if, in this case, we paid him anything at all, what he ¹²was entitled to be paid for ¹³was for the ¹⁴stuff taken from the side cutting to the embankment, for which there is a price specially named in the schedule. But the question arose, whether the gift of the stone to him was not more than equivalent to the cost he would be at for the ¹⁶stuff obtained from the side cutting to replace the stone in the embankment.

¹² would be.
¹³ would be.
¹⁴ earth.

¹⁵ earth.

1908. Has the contractor ever pointed out to you that some of the culverts on the lines were too small for the water-way—that they would not be of sufficient capacity? I do not remember it in any of the letters.

1909. Were any of the culverts altered at different times after their first design? Some have been altered; some have been increased in size.

1910. What have been the effect of the late floods upon that portion of the railway which is finished? On the existing line?

1911. Yes? Between Ashfield and Homebush two double culverts blew up, carrying, in one case, about 20 feet wide of the bank away with it; and in the other case, about 50 or 60 feet away. At Duck River the embankment under the down line was seriously injured; and the embankment under the up line was swept away, and the rails are now lying nearly on a level with the river. At Cabramatta Viaduct, beyond Fairfield, the formation and the ballast were washed away for a considerable extent; and the whole of the line from Sydney to Liverpool has received a good deal of injury from the washing away of the ballast. Between Liverpool and Campbelltown there is one bridge, at Macquarie Fields, with three piers washed away; there is a second bridge entirely washed away; and beyond that, in several places, there is a large amount of formation, and there is a large amount of ballasting washed away. The injury done to the line is very considerable.

1912. Are the repairs which have been effected of a temporary character, or are they of a character that will put the line in as trustworthy a state as before the floods took place? The repairs to the two places where the double culverts blew up are of a temporary character; but they will be immediately succeeded by works of a permanent character, which will improve that part of the line. The embankment at Duck River is permanently made good, and the formation and ballasting to Cabramatta Viaduct is made good. Beyond Liverpool no repairs have yet been commenced. When the repairs are commenced, the first work done will be of a temporary character, to enable the line to be opened again, and they will be followed by permanent works.

1913. When you say that some of the repairs will be of a character to improve the line, do you mean to say they will be improvements upon the state in which it existed previous to the floods? Yes. For instance—where the double culverts were we shall put in timber viaducts such as this (*alluding to model before the Committee*), to give more water-way.

1914. You consider them an improvement? I do.

1915. How long do you suppose these viaducts will last—timber viaducts of that construction? I see nothing to prevent these ironbark viaducts lasting for half a century with the care that is always taken of railway works; and I may take this opportunity of pointing out to the Committee that the only statement given about these viaducts at present is this, that in course of time they may become dangerous if not repaired. Now anybody at all acquainted with railway works knows this, that the repairs are incessant, that not a day passes that the whole line is not gone over to see if any little repairs are needed, and that when needed they are done at once; and, therefore, the evidence that the viaducts will become unsafe if not repaired will only amount to this, that they are perfectly safe.

1916. Was not the evidence to the effect, that they would be unsafe, not simply unless they were repaired according to the present plan of construction, but unless some new form of construction was introduced? I did not understand it so. I understood the witness to say that the vibration caused by the trains would make these viaducts unsafe if they were not kept in repair.

1917. I understood him to say that, unless struts were introduced and the bridge so strengthened, the construction would be unsafe; he did not allude to mere ordinary repairs. With regard to the dispute about the payment for rock and earthwork in the cuttings, the contractor claims to be paid for rock in some places where, I believe, the Engineer-in-Chief says that he only ought to be paid for earthwork? There is no objection to paying the contractor for rock at rock price; the objection is to paying for shale at rock price. Under the terms of the contract, the contractor can only be paid for shale as shale. But I am quite sure there need be no practical difficulty in this question of shale or rock. I am quite sure that if, when he felt himself aggrieved, Mr. Rhodes had sent in a statement shewing exactly how and where he felt himself aggrieved by the measurement of the subordinate officers, the Engineer-in-Chief would have gone on the ground and satisfied himself

- himself by actual inspection whether the measurement was fair or not. I went to Douglass Park the other day with Mr. Rhodes, his solicitor Mr. Want, the Engineer-in-Chief, and Mr. Willcox. At the first cutting we came to, the question was put to Mr. Whitton, "What should you measure there as rock?" Mr. Whitton said, "I should measure so and so;" and Mr. Willcox said at once, "I am satisfied——"
1918. Where was that? At Douglass Park.
1919. In the cutting near Spaniard's Hill? No, on this side Douglass Park. The next thing we came to was a matter that was quite open for discussion——
1920. Where was that? In one of the cuttings—I do not know how exactly to describe it—and Mr. Rhodes immediately said, in the most offensive manner I ever heard a man speak to a man in Mr. Whitton's position, "I tell you what, I will be paid for that as rock." Upon this I said, "Mr. Rhodes, if you are going to speak in that way I shall go home, I will not be a party to anything of the kind." What I wish to leave with the Committee is this—The attempt has been made throughout to make this appear as a sort of personal dispute between Mr. Whitton and Mr. Rhodes. It is no such thing. There is no difficulty in working with the other agent of Sir Morton Peto and Co., and if Mr. Rhodes acted as the agent of Sir Morton Peto and Co. should do, there would be no difficulty in this case; and I say it after great consideration and very anxious thought as to what my duty was in the matter.
1921. Where do we find that the terms of the agreement include shale among the substances for which Mr. Rhodes is to be paid as for earthwork? In the specification.
1922. Are these the specifications sent home to London? They are almost identical.
1923. Are they the identical specifications sent home to London? I believe one clause is varied—a clause of detail in reference to the slopes. I am speaking from memory, but I believe they are otherwise identical.
1924. Are these specifications included in these various letters which you say, taken together, constitute the agreement? You will find it referred to both in the schedule of prices first submitted by Mr. Rhodes, and then in the schedule of prices agreed to between the Government and Mr. Rhodes, both of which contain a provision that the works are to be carried out in strict accordance with the plans and specifications.
1925. What page? Page 3 and page 5. "I hereby propose to execute the whole of the _____ required in the construction of that portion of the Great _____ Railway, _____ comprised in contract No. _____, commencing at or near to _____, and being a length _____ of _____, or thereabouts, in strict accordance with the plans and specifications."
1926. I do not see anything about shale? That is contained in the specification which he is strictly to follow, under that schedule of prices.
1927. The specifications are not here? The specifications are not here.
1928. What I want to know is, whether these specifications were really those sent Home to London, or whether they were comprised in the documents laid before Mr. Rhodes at the time the original contract was entered into? The specification was shewn to Mr. Rhodes by the Engineer-in-Chief before he took the contract, and is as nearly as possible identical with that sent Home.
1929. These letters cover that identical specification? They do.
1930. With regard to Mr. Willcox, who is conducting the works on the Northern Extension, have you had any disputes with him? Yes.
1931. Of a similar character to those of Mr. Rhodes? No, very different.
1932. Is there a better understanding existing between the Government and Mr. Willcox, and between the Government and Mr. Rhodes? I believe very much better. I do not think I have had half a dozen letters from Mr. Willcox since he came out.
1933. It was stated in evidence by Mr. Whitton, that he was in possession of information that Mr. Rhodes was ordered Home, and to turn over the contract to Mr. Willcox—Do you know anything of that? Simply at second hand.
1934. What do you mean by second hand? My information is derived from Mr. Whitton.
1935. Do you know how the information has been derived? I believe Mr. Whitton was made acquainted with the fact by private letters from Home.
1936. From the house of Peto and Co.? I do not know.
1937. Have any letters ever been written from the Railway Department here to Sir Morton Peto and Co., suggesting the propriety of removing Mr. Rhodes? Not that I am aware of; but I think it is probable that but for the numerous changes of Ministry that have taken place such letters would have been written.
1938. Then these numerous changes of Ministry must be an inconvenience to the Railway Department? Yes, they are.
1939. They must interfere with that beautiful system of concentrating one mind on the whole works of the Colony? No doubt.
1940. Both the Railway Works and the Railway Department would go on so much better if there were no Ministerial changes? I think the railway works would go on better if there was a permanent Ministry.
1941. Might I ask, supposing that the present Commissioner for Internal Communication had the entire control of these works, and that my honorable friend near me was a permanent Minister, whether things would go on well then? I do not quite catch the question.
1942. I say, supposing the present Commissioner for Internal Communication had entire charge of the railway works, and my honorable friend who cheered just now was a permanent Minister, would things go on better? Was he the Minister for Public Works?
1943. No, I think it was the Minister for Lands? I presume the Minister is necessary as the head of the department; but I think a permanent Ministry would be a great advantage.
1944. Were the specifications you alluded to just now, the sections, and the disposal-sheet ready

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- ready when you entered into the contract with Sir Morton Peto and Co.'s agent? The specification was; the disposal-sheet was not.
1945. When was that ready? It was ready at different times. Whenever a portion of the line was proclaimed the disposal-sheet for it was ready at the time. The line was proclaimed in lengths, at some interval between each length, and in sending the plans to the contractor, they were accompanied by the disposal-sheet.
1946. Was it not an understanding when the Government wrote Home to Sir Morton Peto, that he should be allowed to enter upon these railway contracts without competition? Yes.
1947. And was not Mr. Randle invited to compete for the contracts? No; never in any shape nor by any person to my knowledge.
1948. What was the position of Mr. Randle in the matter? Mr. Randle, or rather Mr. Gibbons, sent in a tender to execute the whole of the railways in New South Wales, at a certain schedule of prices, and he subsequently sent in a second letter, modifying that tender. I thought it my duty to lay that offer before the Government; but it was not invited by me, nor by anybody in the department, nor to my knowledge by anybody connected with the Government.
1949. Did you bring this offer of Mr. Randle's or Mr. Gibbons' before Sir Morton Peto and Co.'s agent as a reason why they should submit to lower terms? I brought it before him as being the market price of the value of the works at that time.
1950. In what time do you think the line of railway to Picton will be open? I think if it goes on at the present pace, it will not be open for the next twelve months at any rate.
1951. When ought it to be open? In twenty-six months from the 21st of April, 1859. I think that will be the 21st June, 1861.
1952. Did Mr. Rhodes at any time offer to get the railway open at a much earlier date, provided that certain facilities were afforded him? I do not recollect any such offer having been made. I have heard Mr. Rhodes make statements here that he could have it open by September, if he had the rails and chairs, which I think he could not possibly do. I believe it to be quite an incorrect statement.
1953. I do not very clearly understand this matter about the disposal-sheet, but as far as I do understand your answer, could you not vary it from time to time so as to affect the interest of the contractor in an improper way? I dare say we could, but we never should.
1954. You have his interest, to a certain extent, in your power, if it is made out in the way you say? I think so.
1955. Is that right? I think it is the case in every contract that is ever taken. If a man builds a house he generally employs an architect, and the contractor is practically subject to that architect; and there is no doubt the architect can make things very uncomfortable for the contractor if he goes to work about it.
1956. You have before you a paper which was ordered by the Assembly to be printed on the 18th April, containing a letter from Mr. Rhodes and a report from yourself? I have.
1957. Have you any objection to state whether you advised the publication of this letter in its present form? I did advise it.
1958. Do you not think this is very unfair to the contractor to publish one letter, out of a large mass of correspondence, with an *ex parte* report of this kind, which in no way forms any part of the correspondence, and with these running annotations? Not in the least, and I will tell you why. It is a matter of notoriety, that in the clubs, in the streets, by advertisements in the newspapers, and by letters in the newspapers, Mr. Rhodes has spoken in very harsh terms of the Railway Department, and especially of Mr. Whitton; and the attempt, as I before said, has been made to make this appear a personal quarrel with Mr. Whitton. Mr. Rhodes wrote this letter which has been published, as a summing up of all his grievances, as I understood, of all the statements that he had to make against the department. And the Committee will remember that we as a department have hitherto had no possible means of answering the statements made against us for months past. We cannot from our official position write to the press; we have not the time, and certainly not the will, to go about from place to place communicating with individuals, or making public our grievances or our replies to grievances; and I knew from the extremely voluminous character of the correspondence that the chances were very great that no gentleman having any occupation of another kind would read it through. It appeared to me, therefore, a fair thing, and the only fair thing, that the statements in Mr. Rhodes' letter—of which I may say he thought so much that he sent a second copy to the Governor General—should be laid before this House and country, with the notes that the Engineer-in-Chief might wish to make upon it, and my own observations in reply. I thought that the fairest thing, that we might at any rate, in some shape or other, have the privilege of replying to the statements made against us; because, up to this time we had contented ourselves with going on perfectly quietly, doing our duty, leaving it to time to bring out that we have been doing our duty, and simply caring to keep the Government informed that we were doing our duty, and nothing but our duty to this country, which has entrusted us with the carrying out of these works. These were the notions that led me to advise the publication of that letter, and my report, in the shape in which they appear.
1959. Have you any objection to state how this document in its present form was concocted—for instance, there are a number of annotations, some signed "J. W.," and others signed "B. H. M." I do not pretend to know what those initials mean? The letter was sent by me in the first instance, to Mr. Whitton, for any observations he might wish to offer. All the notes signed "J. W." are Mr. Whitton's notes, and I put my own notes upon it, not intending at the time to take any further trouble about it. But I subsequently thought it wiser once for all to draw up a statement for the information of the Government as to what the real state of the case was between Mr. Rhodes and the department; and that led me to make the report which appears in this paper.

1960. With regard to the style of these annotations, do you think it is quite the thing for a paper to be laid before Parliament, affecting an important contract of this kind. I will call your attention to a specimen at page 3—you will find at the foot of the page the following note numbered 18, "This untrue.—J. W." "19. This statement is wholly untrue.—" "J. W." "20. This statement is most untrue.—J. W."? Well, I think it might have been better to have used more official language, but it is very hard for a gentleman placed in Mr. Whitton's position, when he is accused of untruth, when he is accused of erecting unsafe works, and when the statements are distinctly very incorrect—it is very hard for him to use any language but that which expresses what he means, which is that the statement is untrue. Captain B. H. Martindale,
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1961. With regard to this stonework, has Mr. Rhodes been paid for any of the stone which has been taken out of the cuttings and stacked? I am not aware that he has. I saw some stuff that Mr. Rhodes had taken out, under the impression that it was stone, sometime back, but it was all disintegrated, it was all frittering to pieces.
1962. Where was that? On one of the cuttings on the Southern Line.
1963. Do you recollect which it was? No.
1964. Then he has not in fact been paid for any stone taken from cuttings? He has been paid for all that he has put into embankment.
1965. But he has not been paid for any that has been stacked beside the line? He has had no orders to stack it; if he did it, he did it for his own pleasure and at his own risk.
1966. Do you know when the line to Penrith is likely to be opened? I do not. Mr. Rhodes is not bound to have the works on the Penrith Line completed until the same date as the Southern Line.
1967. I think you say you have not visited that line for a considerable time? I do not recollect having been over the line since last January or February.
1968. How often have you visited the Northern Line? I have been over the Northern Line I think, latterly, some two or three times.
1969. How often altogether since it was commenced—the new line of extension I mean? I think not more than two or three times. It is very seldom that I can get away from my office duties to go over the lines; I do so whenever I can; and during the last recess I visited and inspected all the lines.
1970. Your duties, I should gather from what you have stated, are mostly in your office in Sydney? Mostly.
1971. And they are in the nature of direction to other officers? Mostly; in fact, entirely. But I do in fact take every opportunity I can of visiting either railways, roads, or telegraphs, because without doing so I should find great difficulty in directing such a department as that with which this Colony has entrusted me.
1972. Have you any objections to state what knowledge you had of electric telegraphs before you arrived in this Colony? I believe I had a very good knowledge of them.
1973. Practically acquired? No.
1974. Not acquired from having had the superintendence of them? I never had the superintendence of electric telegraphs before I came here, but I believe I thoroughly understood the principles.
1975. *By Mr. Windeyer*: I understood you that the engineering work with which you were connected in England, before your arrival here was mostly of a military character? Yes; it comprised fortifications, and buildings, and waterworks; and my last duties were in designing works.
1976. Then all your knowledge respecting railways is either theoretical or acquired from books? There is nothing whatever in the application of engineering to railways to make it at all difficult to be comprehended by a gentleman who has been from his youth engaged in engineering works.
1977. But it is as I have stated, that your knowledge respecting railways is theoretic, or at most acquired from books? Decidedly.
1978. You have never been employed on any railway works in England? Never.
1979. It is not common, is it, to find military engineers engaged in managing railway works? It is very common; very much in the position which I now have. All the officers of the Board of Trade are military engineers, and it is their duty to inspect every new line of railway, to pronounce whether the works are safely and substantially executed, and whether they are or are not in a proper state to be opened for public traffic; and they must be fit judges, or they would have no right to pronounce an opinion. In India, the consulting engineers to the Government are all military engineers, and they have very absolute control indeed over the work of the civil engineers.
1980. But in all these cases in England the companies interested have the guarantee of eminent civil engineers whom they employ to look after their own interest? There is precisely the same guarantee —.
1981. I wish you to answer my question. Is it not the fact, as I have stated, that in England all the Railway Companies have their interests secured by the supervision of competent and eminent engineers of their own? Certainly.
1982. Have there not been instances where military engineers, on supervising these works, have pronounced them unsafe, and their decision has been afterwards over-ruled by other civil engineers? Not that I am aware of.
1983. You have heard such cases stated? I have not.
1984. Did you not hear one stated the other night in the evidence given? I did not.
1985. You will not undertake to say such is not the fact? There is no occasion for my undertaking to say so. I cannot state what is not the fact.
1986. On the whole, which are the most economical structures, viaducts of equal length constructed, as that (*the model*) is, of wood, or of earthen embankment? Embankment.
- 1987.

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1987. Embankment is the cheapest? It depends upon where you have to get the earth from, the length of lead, the description of earth, and a thousand other things. It may or may not be the cheapest.
1988. If you were constructing any given number of yards of each, at certain prices, on the whole which would be the cheapest? Earthwork as a rule.
1989. The contractor generally is paid so much per cubic yard for earthwork? Yes.
1990. In a contract of this kind, would it make any difference in the expense of the work to the country, if the earth had to be brought a slightly longer distance? It would not make any difference, because the contractor is bound to take the earth any length of lead.
1991. Then it would not make any difference to an embankment at that particular place (Glenlee), whether the earth was brought from a hill immediately in the neighborhood, or from a place a quarter of a mile down the line? No, it would make no difference in the price of the earthwork.
1992. As a general rule which is the most stable, an earthwork or a timber structure? Earthwork.
1993. Then I presume that, as earthwork is more stable, and on the whole more economical, as a general rule, you would, unless special circumstances should require you to erect timber structures, adopt embankments of earthwork? Certainly.
1994. What would be the difference in expense between a given length of timber structure such as that, and the same length of embankment? I cannot tell you.
1995. *By Mr. Hoskins*: Have you not made a calculation? No.
1996. *By Mr. Windeyer*: Do you know the length of that bridge, the model of which is before us? No, I do not. I have already told the Committee that, as a rule, I do not go into these features. It would be utterly impossible for me to do so, besides that I should be doing the duty of the Engineer-in-Chief.
1997. Could you not give the Committee a rough estimate of the comparative cost of one hundred yards of earthen embankment, and one hundred yards of a bridge of that character? I dare say I could.
1998. What would be the relative cost, one to the other? I do not know.
1999. Could you not give an approximation? No, I should be very sorry to give an approximation.
2000. What is there in the peculiar character of the spot where that timber bridge is proposed to be erected (Glenlee), to have induced the Engineer-in-Chief to prefer it to an embankment of the same length? In the first place, there was space wanted for a road, for a cattle track, and for a water-way; and, in the next place, it suited the engineer, in the disposal of the earthwork, to have it there.
2001. What is the character of the country where that bridge is proposed to be erected? It is meadow land.
2002. There is no large creek there? No.
2003. There is no water-way at all, in point of fact? Yes, there is.
2004. There is no defined water-course? No.
2005. There is merely a little back-water, which naturally collects in any place where there is a slope? Certainly there is a run of water.
2006. What depth of run of water? Very slight.
2007. Is there ever such a run of water—have you the calculation there? I wanted to see what the area was. The area of water was somewhere between 100 and 200 feet at the last flood—very small.
2008. What sized culvert would take that off? I dare say a five-foot culvert would take it off—no, a five-foot culvert would not; a ten-foot culvert would.
2009. Would not only two spans be required for the roadway? One.
2010. There are ten spans in that? Yes.
2011. I suppose one would be sufficient for the cattle track, and one for the road—what necessity is there, then, for erecting a structure like that, in preference to one of earthwork, which, you say, is more durable and less expensive? It went in with the disposal of the earthwork; and although one bay is sufficient for the road and one for the cattle, there is no reason why more should not be given.
2012. Has the proprietor of that land made any special request that he should have that space left open? No special request; but in going through private lands we always ascertain what the wants of the proprietors are, and endeavor as far as possible to meet their wishes. Glenlee is a great dairy farm, and it is a great object to have free access for their cattle.
2013. Do you think you are justified in putting the country to the additional expense of a timber structure of that length when one opening would do for that facility? I do not know what the difference of expense would be, and I do not know how many openings may be wanted for the cattle.
2014. Would not one do just as well as half a dozen? I dare say it would.
2015. Then there is no special reason why there should be a timber structure there? Yes, there is; it is wanted for roadway, for a waterway, and for a cattle track.
2016. Is there any special necessity for a timber structure of ten bays? No, except that it came in with the disposal of the earthwork.
2017. What do you mean by that? I mean to say that there would not have been earthwork to have made an embankment at this place without taking it from side cutting.
2018. Can you state what would be the cost, and why it should not be taken from side cutting? We did not want to take the land. Mr. Rhodes has taken the land without any authority.
2019. I suppose he is liable for that? He is.

2020. What would be the cost of the same work with brick piers? With a pile foundation it would be very much larger. Captain B. H. Martindale, R. E.
2021. Would there be any necessity for such a foundation? Yes; Mr. Rhodes himself told me that he would have to drive these piles 32 feet into the ground, and I am quite sure that a place where that would be requisite would not afford a natural foundation for brick piers. 4 May, 1860.
2022. Did Mr. Rhodes complain that he had no data for knowing what length of piles would be required? Yes, he did; and he was told it was his duty to find the lengths of them. I have since had information from one of the late Mayors of Sydney, that in his Mayoralty precisely the same application, to be furnished with the length of the piles, was made by a contractor and refused.
2023. About this ballasting, what are the grounds on which you decline to allow Mr. Rhodes the request which he made? The ground was simply this, that Mr. Rhodes wanted to be paid for rock which he took for his own use for ballast, and was paid for in the ballasting, as if he had taken it for the use of the public, and put it in embankment; and that was impossible.
2024. You made use of an expression just now that if you had acceded to his request you would be paying him for work that he never did? Yes, we should.
2025. What work that he never did would you have been paying him for? Work which he wanted to be paid for, and which he did not want to do. He was taking out rock which he wanted to be paid for as if it had been taken to embankment, when he was actually taking it for ballast, and wanted to be paid for it as ballast. We could not pay him twice over for the same thing.
2026. How would you pay him twice over for the same thing? If we paid him for rock as if put into embankment, and then for the same rock when used for ballasting, he would be paid twice over.
2027. Suppose that this rock had been earthwork, you would have had to pay him for a certain amount of earth deposited in the embankment? Not if it was not deposited there.
2028. You would have had to pay for a certain amount of earthwork deposited in the embankment to make up the embankment? If deposited there. That is the whole point of the question.
2029. Of course, if the embankment never was made, you would never have had to pay him for it, that is what your answer comes to? Clearly.
2030. What difference would it make to the public where Mr. Rhodes got the ballast from? It would make a great difference if they paid him for rock which he never ^{took}.
2031. What difference would it make? It would make a very great difference in this case. ^{is put into embankment.}
2032. I want you to explain what difference it would make? Mr. Rhodes' proposal was this, that he should be allowed to take the stone for his use, that he should be paid for it as if he had taken it to embankment, and that he should be paid for it again in the ballasting; and that he would make up the embankment from side cutting at his own expense.
2033. If you paid him for that stone as ballast, you would not have to pay him for other ballast? No; but we should have paid —.
2034. Does not that follow? No.
2035. If you paid him for the stone as ballast, which came out of the embankment (? cutting), of course, if he used that stone, you would not have to pay him for other stone—is not that clear? Well, allow it.
2036. It has been admitted by Mr. Whitton—and of course you concur in it, as Mr. Whitton appears to be supreme in these matters—that there would be no special advantage in having this stone put into the embankment? No.
2037. It is all the same to the public, whether the embankment is made of stone or earth? Certainly.
2038. Then if Mr. Rhodes chooses to go and buy land elsewhere to get earth for this embankment, why should he not be allowed to put aside the stone, if it is more convenient to him to use it as ballast? Simply because in that case we would be paying him 4s. 9d. per cubic yard for what was worth at the most only 1s. 9d; and for which, under the schedule of prices by which he is bound to work, he would be only entitled to 1s. 9d., which is the price for earth taken from side-cutting. We should, in fact, be presenting to the public false sets of accounts.
2039. How would you be presenting false sets of accounts? Because we should be paying the contractor for work which he never did.
2040. You are bound to pay him for the stuff he gets out of the cuttings? If he takes it to embankment. We are bound to pay him, under the schedule, for all work which he does and for no more.
2041. Do I understand the agreement to be this—that you are to pay him for certain earth work taken out of cuttings? If he puts it into embankment.
2042. Is there any special necessity for his absolutely putting it into embankment—there is no advantage to the public in his putting that very stuff that he takes out of cutting into embankment? He is bound to do it. He is bound to carry out the works according to his contract.
2043. I want to know why, if he finds a quarry in the cutting he is opening, he should be under the necessity of finding one elsewhere—why he should not be allowed to use the stone out of that cutting as ballast? He may do it; but he cannot expect us to pay him, and we have no right to pay him, 4s. 9d. a yard for work he does not do. And if we had done it, and it had come to the knowledge of this House that we had done it, there would not have been a Member of this House that would not have cried shame on us—there would not have been a Member of this House that would not have accused us of the grossest corruption and the grossest collusion with the contractor—not a Member.

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2044. Why should it not be done if the public were not defrauded? The contractor cannot, and will not, as long as I am Commissioner of Railways, be paid for work that he does not do.
2045. Then you simply stand on the letter of the law? I stand on this—that I will not pay the contractor for work that he does not do.
2046. You stand upon the letter of the law when it is no advantage to the public, while it is a great advantage and offering great encouragement to the contractor, to meet with such a piece of good fortune? I do not do anything of the kind; I simply refuse to pay the contractor for work he does not do; and that I am bound to do by my duty.
2047. What are the exact terms of the contract with respect to the removal of earthwork into embankment? The contractor is to be paid 2s. 7½d. per cubic yard for earthwork taken from cutting to embankment.
2048. When this offer was made by Mr. Rhodes what was the proposition you made to him? I laid the matter before the Government, and the Government decided that Mr. Rhodes' proposal could not be entertained.
2049. Did you not make some proposal to him as to acceding to his proposition if he consented to stack up the stone in a particular way? Not that I am aware of.
2050. Has not Mr. Whitton told us that if Mr. Rhodes consented to stack up the stone, so that it might be measured, he might do it? I did not hear Mr. Whitton say so.
2051. Is it not in that correspondence? Yes, it is. There is this in the correspondence—this is entirely a different matter. This letter is simply a letter from Mr. Whitton, stating that he has no objection to his making use of the "stone or any other materials, for the purpose of ballasting, which you may find in any of the cuttings, provided that such stone or other material be approved by me before being so used, and any deficiency in the banks, caused by such use of stone or other material, being in all cases made up entirely at your own expense, from side cutting. It must be understood, also, that stone or other material, found in the cuttings, is to be used only in the construction of works appertaining to your existing contracts with the Government, and as the stone or other material which may be used for ballasting, &c., must be deducted from the quantities in the cuttings, I have to request that it may be stacked at your own expense, in some convenient form for measuring, so that there may be no unnecessary difficulty in ascertaining the exact quantity to be deducted." (Page 54.) That was in order that Mr. Whitton might not pay him twice over, once as rock from the cutting and again as ballast.
2052. What did you mean by saying it was quite a different matter? Simply this, that this letter is merely that Mr. Whitton desired to have the stone stacked in order that he might not pay for it as taken into embankment.
2053. What you said just now was incorrect, that the Government refused to accede to Mr. Rhodes' request? This is a refusal.
2054. Is not that letter a conditional allowance of it? No; this is simply to tell him to stack the stone so that Mr. Whitton may not pay for it as taken to embankment.
2055. That is allowing him to put aside the stone if he likes to use it on those conditions? Yes; but it amounts to a refusal to accede to the proposition which Mr. Rhodes made.
2056. Did you not hesitate to admit that there was any such letter? This letter is simply a letter refusing Mr. Rhodes the very thing he asked for, and not granting it in any shape whatever. It is granting him the use of the stone provided he makes everything up at his own expense.
2057. It is a consent to him if he likes to do it in that way? Exactly; but that is not his proposition.
2058. Did you not say just now that you did not recollect any such offer being made? Yes, and if you had had as many letters from Mr. Rhodes as I have had, you would not recollect them all very well.
2059. You have not published some of those letters? No. Perhaps you will allow me to explain that I advised the Government, when this correspondence was laid before the House, and when this note was¹⁷ made upon it, that the whole of the correspondence should be laid before the House.
2060. And your advice was not accepted? It was accepted, but there was not time to get the enormous correspondence ready for the House.
2061. Were there not two or three other letters relating to this matter which might have been published at the same time that that letter was published? I dare say they might have been.
2062. Do you know the locality we have heard spoken of as Harris' Creek? Yes.
2063. When there is a certain amount of water to be carried off, is it usual to arrive at the size of the culvert or water-way by estimating the area of the watershed? Yes.
2064. It is a common way? Yes.
2065. It is the usual method pursued by engineers? It is a common way.
2066. Can you inform me what the area of the watershed at this place is? No, I cannot.
2067. When you go over the works do you make it your business to see whether the different structures proposed to be erected are sufficient for the purpose required? I examine them to satisfy myself more as to the general progress that is being made than as to the stability of any particular structures.
2068. Were you aware that Mr. Whitton had not estimated the watersheds at any of those places where bridges and culverts are required? I have heard him say so.
2069. When did you first become aware of it? I believe when I heard him say so before this Committee, or a short time before that.
2070. Are you aware that a five-feet culvert was at first proposed to be constructed at Harris' Creek? I heard Mr. Whitton state so here.
2071. You were not aware of the fact before? No.

¹⁷in consequence of that advice

2072. You were not aware before that the size of this culvert had been doubled? I was made aware of it here. Captain B. H. Martindale,
R. E.
2073. Not before you came before the Committee? I believe Mr. Whitton mentioned to me that in some places where he had proposed to build five-foot culverts he had increased the size. May, 1860.
2074. Can you state whether the culvert proposed to be erected there will be sufficient to carry off the water—from your own knowledge? I cannot. I have not gone into the question in the least.
2075. Then I suppose that, since these doubts have been raised as to the propriety of making a larger structure at that place, you have not in any way satisfied your mind whether a larger bridge or culvert is necessary? I have only heard one doubt raised.
2076. Have you satisfied your own mind or not? No, my mind has not been troubled about it at all; I had nothing to satisfy.
2077. Can you state in any way whether the culvert proposed to be erected will be sufficient or not? No. I have not the slightest doubt but that it will be.
2078. Were you aware that the bridge which was proposed to be erected at Menangle would, if erected, have been swept away by the last flood? I have no doubt that if it had been in course of erection, it would have been.
2079. Were you aware, before Mr. Whitton stated it before this Committee, that the plans were of such a character that the bridge would have been swept away undoubtedly, to use his expression. Were you aware before that a structure of such a character was to be built there? I was. The Menangle viaduct is one of the matters I discussed with Mr. Whitton. It is a large work, and I have had frequent conferences with him upon it.
2080. But you were not aware at the time the first set of these plans were completed, that such a result would inevitably follow if the bridge were erected? I do not care what the structure was, it would have been swept away in such a flood.
2081. Just answer the question? I must be allowed to answer the question in my own way.
2082. If you answer the question first, you can give any explanations you like afterwards. I want to know whether you were aware, when the plans for the first bridge were completed, as a matter of fact, that the inevitable consequence of erecting such a structure would be, that it would have been swept away by the flood? My answer is just what I gave before, that whatever the structure—
2083. Will you answer the question. The answer is simple, Yes or No? I decline to give any answer except the one I am ¹⁸doing. ¹⁹ giving.
- Mr. Windeyer appealed to the Chairman.*
- Witness ordered to withdraw.*
- After some discussion, Witness re-introduced.*
- The Chairman of Committees:* Captain Martindale, the Committee desire that you will have the goodness to reply to the questions put to you directly, and if you wish to make any explanations, after you have given a direct answer, you will have an opportunity of doing so.
2084. *By Mr. Windeyer:* I want to know whether you are aware that the plans of the bridge which was first proposed to be erected at Menangle were of such a character that if the bridge had been erected according to those plans, and completed, and if a flood had come down the river of the extent to which the flood in February came the bridge would inevitably have been swept away? I think it would.
2085. I want to know did you see the plans—were you aware what the plans were? Yes.
2086. Then you had formed no calculation as to what strength of bridge was required to resist the floods at that place? The Engineer had.
2087. You had not satisfied your mind in any way? Yes; but the flood in February was five feet higher than the flood on which these calculations were based, and that additional height of water would have swept away the bridge.
2088. Then the calculations were all wrong? No; the flood of February rose five feet higher than the highest ever known.
2089. Then the calculations were wrong to that extent? To that extent.
2090. The bridge has since been raised seven feet? Yes.
2091. Has not the last flood risen higher than seven feet? I believe not. I have no report on the height of the flood as compared with that of February; but I have seen private letters which stated that it was not much higher.
2092. Would you undertake to say that the bridge which was proposed to be erected according to the second plan would be sufficiently strong to resist a flood? It would be strong enough—whether it would be high enough I do not know. I do not know how high the last flood was, and whether it would resist future floods I do not know.
2093. *By Mr. Kemp:* No one could tell? I believe not.
2094. *By Mr. Windeyer:* The second bridge you think would be high enough to resist the last flood? The present plan would be.
2095. This is the third plan, is it not? The third plan. The second was a mere substitution of timber for brick and iron.
2096. The second would not have been sufficient? No.
2097. But you think this third plan would be sufficient? Yes, as to strength I am sure it would be; as to height, I do not know how high future floods would go.
2098. *By Captain Russell:* You do not know how high the last flood went? No, only from hearsay; I have no official report.
2099. *By Mr. Arnold:* I understand, in regard to these bridges, that the calculations on which the plans were based were founded upon the experience of past floods? They were.
2100. You had no means then of ascertaining or knowing what future floods would be? We had not.

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2101. Nor have you now? Nor have we now.
2102. The experience upon which these engineering calculations are based must necessarily be the experience of what has already happened? Certainly.
2103. You have no means of foretelling what will happen? Impossible.
2104. Then, in point of fact, whatever precautions you take may be rendered useless by some unforeseen accident or flood, which it is impossible for human foresight to anticipate? They may be.
2105. Do you know a Mr. Fowler, who was examined at the Bar of this House? I have a slight acquaintance with Mr. Fowler.
2106. Do you know what Mr. Fowler's position is in the engineering world? I know that he is not a member of the Institution of Civil Engineers.
2107. Are you a member of the Institution of Civil Engineers? I am an associate.
2108. You are a Royal Engineer? I am.
2109. Is admission to the corps of Royal Engineers procured by competition among a number of students in engineering? By competitive examination.
2110. The commission is not procured in the corps of Engineers as it is in any other corps in the service? It is not, except the Artillery, who obtain their commissions by competitive examination also.
2111. The students who pass the best examination pass into the Engineer corps, and those who pass an inferior examination into the Artillery corps? Usually, yes.
2112. Are railway works in any countries of Europe entrusted to the construction and inspection of military engineers? They are in England to their inspection. No railway can be opened in England without the approval of the officers of the Board of Trade, who are all officers of my own corps.
2113. Do you know whether that is the case in other countries as well as in England? I think the supervision in France to some extent was at one time in the hands of military engineers.
2114. Is it the case in Russia, do you know? I do not know how Russian railways are managed.
2115. It is in British India? It is. The consulting engineers of the Government, who have very great power over the engineers carrying out the works, are invariably military engineers.
2116. Is Mr. Whitton a member of the Institution of Civil Engineers? He is.
2117. Does Mr. Fowler in any respect that you are aware of occupy a superior position in the engineering world to Mr. Whitton? I should say not, decidedly. I should say he did not occupy the same position at all.
2118. Has Mr. Fowler any right to be considered an engineer at all beyond the right which accrues from his assertion that he has made engineering his study? Not that I am aware of; but I know nothing of Mr. Fowler personally, except from one or two interviews I had with him.
2119. Will you state on what occasion you had those interviews, and to what purpose? Mr. Fowler was introduced to me some months ago by Mr. Whitton, who stated that he desired to be employed in the railway department, and Mr. Fowler, I think, brought me a letter of introduction from one of the Ministers. I understood Mr. Fowler to wish to be employed as resident engineer on the works for which Mr. Rhodes was contractor. I saw very grave objections to my recommending Mr. Fowler's application for the favorable consideration of the Government, and I informed Mr. Fowler that I did see grave objections, and that I was unable to recommend it. I had one subsequent interview with Mr. Fowler at his request. He wrote me a note to ask that I would give him an interview on urgent business, and I sent him a verbal reply that I would. Mr. Fowler stated that he thought it very desirable that the disputes or alleged causes of complaint on Mr. Rhodes' part should terminate, and he wished to know what course I thought ought to be pursued. My answer was, that the course for Mr. Rhodes to pursue was to sign his bond and contract, and to go on with his work according to instructions. Mr. Fowler then asked me if I would let him see the bond and contract and specifications, and I referred him to Mr. Want, the solicitor of Mr. Rhodes. Mr. Fowler subsequently wrote me a note to say that he did not wish Mr. Want to know what was going on, and would I give him the papers direct. My answer to that was, that I could be a party to no course that required any concealment. These were the only two interviews, as far as I am aware, that I have had with Mr. Fowler.
2120. You have no doubt, I understand from your statement, that Mr. Fowler offered his services to the Government as an engineer? Not the slightest.
2121. Was Mr. Whitton on friendly terms with Mr. Fowler at the time his services were offered to the Government? Not very, I think.
2122. Were they on such terms that Mr. Fowler calculated on Mr. Whitton's influence? No, I should say not. I cannot tell what he calculated on. I do not think he had any right to.
2123. Did Mr. Whitton recommend Mr. Fowler's appointment? He did not.
2124. Mr. Fowler, I think you say, was brought to you by Mr. Rhodes? He was introduced by Mr. Whitton.
2125. Did Mr. Rhodes exercise any influence that he might have in endeavoring to procure Mr. Fowler's appointment? Not with me; but I believe Mr. Rhodes mentioned his name to the Government.
2126. You have reason to believe that Mr. Rhodes did endeavor to procure the appointment of Mr. Fowler? I have.
2127. Why were Mr. Fowler's services refused by the Government? I could not recommend Mr. Fowler's appointment, because in the first place, he was a relative of Mr. Whitton, and

I thought it very objectionable to employ one relative under the other; in the next place, from inquiries I made, I considered it would not be for the benefit of the public service that Mr. Fowler should be employed in it.

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2128. I think I understood, from answers which you gave, that you were not the Engineer-in-Chief of Railways—that your services in the department are not exclusively confined to the superintendence of Railways? They are not.

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2129. And still less are they confined to the responsibility which attaches to the Engineer-in-Chief for Railways? That is so.

2130. Will you explain to the Committee what your position in the Department of Works is? My position in the Department of Works is Under Secretary of Public Works and Commissioner for Internal Communication. In the former of these two capacities I lay before the Minister all papers which have to be brought under his attention; and, as Commissioner for Internal Communication, I direct the different heads of the branches—the Railway Department, the Main Roads, and the Telegraph. Each of the heads of the sub-branches is responsible to me for carrying on efficiently the work of his particular branch, and he has the right and the liberty to see me at any time upon any work connected with his particular branch; and, as a practical matter, I do see them all almost daily—sometimes many times a day—on the different points on which they require decisions, or upon which they wish to relieve themselves of any responsibility which they think does not duly come upon them. And I may add that it is, of course, impossible for me to go into details of engineering matters. In all leading matters the Engineer-in-Chief consults me; but in the mere details—the sizes of culverts, or the peculiar construction of a bridge—he never consults me, nor do I ever think of interfering with him, except in case of appeal, such as the case of this Glenlee viaduct. And I am sure that the Ministers under whom I have served will bear witness that it would be perfectly impossible for me to attend to the duties I have to perform, and to attend to the details also of the different sub-branches.

2131. Has there been any intention on the part of the Government, at any time, to suppress any portion of the correspondence which has been alluded to as not having been published? Never. The instructions to the clerks have been to get it ready as rapidly as possible for the House.

2132. Is it the case that an extra clerk has been engaged for the purpose? Yes.

2133. The only reason why it has not been published is that it could not be made out in time? Because it is so voluminous.

2134. Are all the main matters in dispute between the Government and the contractors' agent summed up in his last letter, which was laid on the table of the House? Yes.

2135. Then the correspondence will only give more in detail the matters which are there summed up? That is all.

2136. In the case of rails, the use of which is given to contractors, is it not the case that it is very difficult to detect precisely what amount of injury is done to a rail, and to determine whether the injury is of such an extent as to justify the Government in calling on the contractor to make it good? Yes. A litigious contractor might dispute almost every case that the Government adduced of rails being damaged.

2137. If a rail was slightly bent, could it be possible to straighten it again so that in appearance no injury had been sustained by it? It would; but it would never be as good a rail.

2138. Have the Government now in their possession rails that have been so injured by the contractors? Yes.

2139. Which can be seen? Which can be seen.

2140. Is it the duty of the contractor, wherever he finds that the specification determines a work to be done in a certain way, which upon being done is found to be a disadvantageous way—is it his duty to report that circumstance to the Government? I think so; I think that any honest contractor would do so.

2141. In point of fact has not Mr. Rhodes remonstrated with the Government against works which he alleged to be unsafe? Yes, in the case of wooden viaducts.

2142. Has any discouragement been given to Mr. Rhodes to make any representation where he believes plans are of an unsafe character? I think not. Mr. Rhodes has not been encouraged to go on repeating complaints.

2143. In respect to the comparative strength of different bridges, I think it was stated that in some of the small bridges the span was smaller than in the case of large bridges—are you aware whether the plan of the small and large bridges is in all respects the same? It is not the same. In the large bridges there is a double beam; in the smaller bridges only a single beam.

2144. A certain amount of strength being required, in some it is given from below, in others from above? Both above and below.

2145. The necessary strength is given in different degrees in different bridges, some above and some below? Yes.

2146. Is it not the case also that the use of twelve-inch piles is resorted to, because, although smaller piles would be sufficiently strong, the lasting of the timber would be less, and the price would be very slightly diminished? It is so. Twelve-inch timber is taken, because it is about the best size we can get hardwood piles for these bridges.

2147. That is to say, a six-inch pile, even if strong enough, would not last anything like the same time as a twelve-inch pile? It is on that account that twelve-inch piles have been chosen—that they are more likely to last than smaller timber, and they are less expensive than older timber of a greater size.

2148. It is on that account that twelve-inch piles have been resorted to? Entirely so.

2149. In the matter of the difference as to the mode of paying for the rock which is used for ballasting,

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ballasting, would you consider that, if a certificate were given by the engineer in compliance with the demand of Mr. Rhodes, it contained a fraudulent representation? I should; I should say it was getting me to pay for work that had never been done, under the certificate of the engineer.

2150. Would it not in fact amount to this, that it would represent that rock had been thrown into embankment at 4s. 9d., when in point of fact only earthwork had been thrown in, for which you are bound to pay 2s. 7½d.? 1s. 9d. from side cutting.

2151. That would be a misrepresentation, wholly independent of the advantage allowed to the contractor of taking from the cuttings the stone which he would otherwise be compelled to find as he could, by his agreement? It would.

2152. Was permission ever refused to Mr. Rhodes to make use of this rock that he found in the cuttings for the purpose of ballasting? No; he was directed by the Engineer to stack it, in order that he might measure it, and see what quantity was not taken into embankment, so that it might not be paid for, according to the schedule of prices, as if it had been taken to embankment.

2153. Then, the only difference is as to the mode of payment for a work to be done on a plan which is not contained in the schedule of prices at all? Yes.

2154. *By Mr. Hoskins*: I understood you to say that Mr. Fowler had applied for a situation under Government? He did.

2155. You are aware that in the House he stated that he did not? He did apply to me.

2156. Did he make a written application to you? No.

2157. Only a verbal application? Only a verbal application.

2158. You are aware that he said in this House that he did not make an application? I believe he did. He was introduced to me by Mr. Whitton as an applicant for employment, and Mr. Whitton can confirm what I say, that he did apply to me for employment.

2159. I understood you to say that you did not make any representations to Messrs. Peto and Company as to the incompetency of Mr. Rhodes? I am not in a position to make representations to Messrs. Peto. I make representations to the Government, and it remains with them to decide whether they will carry them out.

2160. Are you aware that representations have been made? I have not heard.

2161. Were you ever employed in the construction of any bridges? Yes, in England and abroad.

2162. For the Government? Yes, I have always been in Government employment.

2163. For what purposes were they required? They were draw-bridges.

2164. You have never been engaged in the construction of timber viaducts? I have not; but the principles are very simple.

2165. You say the contractors injure the rails—they never use locomotives in propelling dirt wagons? No, but they use very rough wagons, which are worse.

2166. Still the traffic is not equal to that which takes place when locomotives pass over the rails? But the rails are properly jointed and properly laid for the ordinary traffic; that is not the case when they are temporarily laid down.

2167. You think the rails are more damaged than they would be if they were permanently fixed and were employed as an ordinary permanent way? I do not know that they are more damaged, but they are damaged in some degree; and here, where we are so distant from the source of supply, it is our object to lay down the rails in the best possible ¹⁹way.

2168. How long do you consider rails will last in an ordinary permanent way before requiring replacing? They ought to last twenty or thirty years.

2169. Do you not think ten per cent. ample payment, then, for the short time they will be employed by the contractor? I think the remuneration sufficient, but Mr. Rhodes has never been short of rails. Every time Mr. Rhodes has applied to me for rails, I have found that he has had thousands of feet unemployed.

2170. You are aware that he has stated at the Bar of the House that he has been short? I am not aware of that; but I know that Mr. Whitton produced a return to the House shewing the quantity lying idle every month.

2171. I understood you to say that there would be danger from the vibration caused by the train in crossing the bridge at South Creek? I should say so, if the piles pass through only three feet of silt and then come on to the rock, most decidedly.

2172. Has no officer of your department represented to Mr. Whitton or to yourself that the piles have been driven only three feet? I believe no representation was made to Mr. Whitton until after Mr. Rhodes had stated in the House that the piles had gone down but three feet. If the case be as stated by Mr. Rhodes, I look upon it as very great neglect of duty on the part of the inspector.

2173. Do you not think it would have been the duty of the servant of Government there to have represented it to his superior? I say, if it be as stated, the inspector has been guilty of great neglect of duty.

2174. Is it not customary, previous to the erection of a bridge, to drive piles to test the depth to which they may be driven? The contractor should have driven a pile to ascertain that.

2175. Would you not consider an officer of Government in charge of such a work, who allowed such work to pass unreported, to be guilty of culpable negligence, and undeserving to be retained in the public service? If the fact be as stated by Mr. Rhodes.

2176. Are you not aware that the statement has also been made from another quarter? I should like to hear the statement of the person accused before I decided upon the matter.

2177. It was represented that the piles were driven not more than three feet in solid ground? I heard the statement.

2178. I suppose you will make inquiry into this matter? Most decidedly. I have no doubt Mr. Whitton is already making inquiry, and will report to me the result.

2179.

2179. Do you think a viaduct of that description, two beams is a sufficient stay, 298 feet in length, on an incline, and with a curve at one end? I have not the slightest doubt of it.
2180. Will not all the weight be upon the base? The weight will be transmitted through the piles to the ground. They are braced, and have double walings. I believe that to be a perfectly safe viaduct.
2181. Have you ever seen any in the Mother Country so long and so high as that? No; I believe that is the adoption of a new principle, but it is a perfectly safe bridge.
2182. Mr. Whitton stated in his evidence that there were plenty in the Mother Country that were not strutted. You think the interests of the public will not suffer by such a construction? I have not the shadow of a doubt about it; the Committee can test it at any time.
2183. You are aware of course that a bridge may stand the ordinary test of a train passing over it, which may not be able to bear the constant wear and tear to which it is liable by the traffic for any length of time? I am sure you are aware of the care constantly taking in repairing railway works day by day. I believe you may run any train at any rate over that bridge for the next six months without damage.
2184. Six months! But a bridge of that kind ought to last more than six months? Yes, but we do not run any very heavy trains in this country, nor at a very high speed. The trains are never very heavy, and they do not run at a greater speed than twenty miles an hour.
2185. You say you do not interfere with the details of the Engineer's office? Yes; there is an Engineer-in-Chief, and I do not interfere in any way except in case of appeal.
2186. Presuming that the agent of the contractor represented to the Engineer-in-Chief that he considered the works laid out were insecure, do you not think it would be his duty to report that to you? The moment the contractor appeals against the Engineer-in-Chief I interfere, but until he appeals I do not interfere with the details of the engineering work.
2187. I understood you to say that a brick culvert and embankment there, together with two arches for a cattle track and roadway, would be stronger, safer, and cheaper than a viaduct? I did not say that—I believe that sufficiently strong and secure.
2188. Do you think it cheaper? I cannot speak to the relative price.
2189. Do you think it as secure? I think it more secure than a culvert; but the culvert Mr. Rhodes proposed to substitute would not answer the purpose required.
2190. Of course the Engineer-in-Chief submits to you the probable expense of any part of the railway? Yes, all the expenditure. No officer has a right to spend a penny without he has some general or some particular sanction. That is a matter I retain studiously in my own hands.
2191. Did he give you the probable cost of the embankment and culvert? Yes.
2192. Mr. Rhodes has represented that an embankment with a culvert there would be cheaper and safer? I cannot say that I have been into the price. The question upon which he appealed to me was the safety of the viaduct, and I went closely into that, and satisfied myself that the viaduct was absolutely safe.
2193. You have not made calculations as to the bridges carrying off such floods as have recently occurred? I never made those calculations; I could not in my position.
2194. Did the Engineer-in-Chief? I believe if he did he must have been grossly wrong from what we have lately seen.
2195. Then it is possible that if we were to have a heavier flood than we have recently had that the whole of the bridges might be carried away? It is possible. I do not believe any man can calculate; but this has been my experience since I have been here, that so far from having too much water-way we have not enough.
2196. Do you not think it will be better in future to have a calculation of such floods? Certainly; that is the data we have always taken. At Menangle the highest flood that was known was taken, and the bridge was put above that.
2197. I presume you have known a number of practical engineers who have not been Members of the Institute of Civil Engineers—men distinguished in their profession? There are some; but the leading men are Members of the Institute, and it stamps a man as being well informed as to his profession.
2198. Have you ever seen an officer of the Royal Engineers in charge of large public works in England? I have; Colonel James was in charge of the whole of the dockyards in England. He was a Royal Engineer. The national defences of England are not small works.
2199. Were not private engineers consulted there? I believe in that case, at the time I am speaking of, the whole of the dock works were carried out by officers of the engineers.
2200. Did I understand you to say that the railways in India were carried out by Royal Engineers? By military engineers; they are the engineers of the East India Company.
2201. Is not the consulting engineer for the Great Indian Peninsular Railway a private engineer? Yes, no doubt; but checked and controlled by the Government in India in a very strict manner.
2202. With regard to this rock—you say that the interests of the public would suffer by allowing Mr. Rhodes to have this ballast, will you state what was the advantage to the public of depositing in the embankment this rock over clay? When that contract was made, the simple arrangement was that such and such cutting should be taken to such and such an embankment, without reference to its being rock, clay, or other matter, and the disposal-sheet is so made out that the whole cutting formed the whole of the embankment. The knowledge was not possessed whether it was rock or not.
2203. If Mr. Rhodes wished to use this rocky part, and deposited the same quantity of earth or clay in the embankment, would it be any disadvantage? Yes, clearly. There was no objection to his using it, the objection was to his using it and then calling upon us to pay for it in the ballasting.

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so as rock taken
to embankment.

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2204. *By Mr. Robertson:* It has been stated that the course pursued by Government of allowing their work to be commenced before the contract was signed was unusual and irregular, is it not the fact that the contract, No. 3, made in 1857, was so commenced before the contract was signed? That was before I came to the Colony, but I happen to know that it was so commenced.
2205. It has also been stated that the commencement of this work, in the case of Peto and Company, before the contract was signed, took place in our absence and without our concurrence—was that the case? Yes. The works were actually commenced in my absence, but the arrangement for handing it over to Mr. Rhodes was made in my presence and with my concurrence.
2206. The Government undertook to give Mr. Rhodes the line between Campbelltown and Menangle immediately? In carrying that out, of course he entered at once upon the work; I had no objection, and made no objection to it.
2207. It has been stated also that I improperly authorized the payment of money to Mr. Rhodes before the bond and contract was signed—was that the case—who authorized the payment? I believe the first payment was authorized by the Colonial Secretary.
2208. During my absence in the country? I am not certain.
2209. Who authorized the second? You did.
2210. Was this at the time that the differences in dispute between the Railway authorities and the contractor were before the Government for the Government's award—that they were unsettled in fact? I am not certain; I believe the differences were in existence, but I am not certain whether they had been brought before the Government.
2211. Was there, as a matter of fact, any payment made to Mr. Rhodes under the authority of the Cowper Government after Mr. Rhodes refused to sign the bond and contract? I think not.
2212. Who authorized the payment of money to Mr. Rhodes after his refusal to sign? I think, speaking from memory, Mr. Secretary Eagar.
2213. It has been alleged that no contract exists, is that the case? Both the Government and the contractor recognise the agreement contained in the letters as a valid contract.
2214. What say the lawyers? The lawyers say so too.
2215. Is it true that Mr. Secretary Eagar gave the first instructions for the preparation of the usual bond and contract, or is it not the fact that the bond and contract were prepared and ready before Mr. Eagar came into office? The first instructions for the preparation of the bond and contract were by the late Cowper Ministry.
2216. Is it not correct that the first instructions for the preparation of the bond and contract were given by the Cowper Ministry? Yes.
2217. In fact the bond and contract were tendered to Mr. Rhodes for signature before Mr. Eagar came into office? Yes.
2218. Do you remember a conference when Mr. Cowper, yourself, Mr. Whitton, Mr. Rhodes, and myself, were present at the Colonial Secretary's office, on the day that Mr. Gabrielli left the Colony? I do very well.
2219. Do you recollect that when Mr. Rhodes made some allusion to the papers that were sent to England that I proposed Mr. Gabrielli should be called in, as he was within the precincts of the building, to state why those papers were sent to England? I recollect very distinctly your suggesting to Mr. Rhodes to call in Mr. Gabrielli and Mr. Rhodes declining.
2220. You are perfectly clear that I offered when a doubt was expressed as to sending Home by Mr. Gabrielli the agreement and schedule of prices which had been submitted to them, that I proposed to Mr. Rhodes to call in Mr. Gabrielli, that we might have his evidence? I have a distinct recollection that you proposed to Mr. Rhodes to call in Mr. Gabrielli, and that Mr. Rhodes refused.
2221. You are aware that Mr. Gabrielli was at that time in Mr. Cowper's office? Yes, in the next room.
2222. *By Mr. Parkes:* How is Mr. Rhodes paid on Sir Morton Peto's account? On the certificate of the Engineer-in-Chief, by me, by a cheque.
2223. Is it the fact that he has not been paid upon the last certificate? He has not been paid for the month of April. I have not received his certificate yet.
2224. When ought he to have been paid? On the 26th of April.
2225. He has not been paid yet? He has not.
2226. What amount is due to him? I cannot tell till I see the certificate.
2227. How much is generally paid to him per month? It varies from £5,000 to about £10,000. He has sent in a claim for £15,000.
2228. Is the last bill for £15,000? The last claim for £15,000 has not the certificate of the Engineer-in-Chief. The certificate has not come to me. In fact, I know from different circumstances that the work has not been measured. The officer who usually measures his work was injured by the fall of his horse, and he was laid up for a few days. He has also been detained here a few days in case he should be wanted by the Committee.

APPENDIX A.

GREAT WESTERN RAILWAY.—SOUTH CREEK BRIDGE AND CULVERTS.

Captain B. H. Martindale, R. E.

Commissioner to Engineer-in-Chief.

4 May, 1860.

Minute 60-306.

Railway Branch,
7 May, 1860.
Bridge at South Creek

Statements having been made before the Legislative Assembly that the bridge is insufficient to carry off the flood waters, the Engineer-in-Chief is requested to furnish a report on these matters.

Mr. Whitton.
7/5/60.
R. Moody.

B. H. M.
7/5/60.

Engineer-in-Chief to Commissioner.

The following is the statement above referred to, relative to the Bridge over the South Creek, made by Mr. Rhodes on the 24th April, 1860, at the Bar of the Assembly, when giving evidence on the "construction and character of the Railway works now in progress":—

- 564. By Mr. Parkes: Will you describe the bridge at South Creek? This viaduct at South Creek is 176 feet long on the level; between the piles or props (12 in. X 12 in.) there are four openings over the creek. In driving these piles we have only driven them about 3 feet from the bottom of the creek, so that there is no stay whatever 3 feet under the surface; it is merely mud that it is driven into; therefore I consider there ought to have been a coffer-dam made.
- 565. What is the height of the piles? 23 feet 6 inches.
- 566. By Mr. Asher: Are they only driven 3 feet into the ground? They come to the rock 3 feet in the ground.
- 567. Does that refer to the whole of the piles? Three sets of piles.
- 568. By Mr. Garrett: How many sets of piles are there altogether? Nine.
- 569. By Mr. Windeyer: Are the piles shod with iron? Yes.
- 570. By Mr. Parkes: Those piles which only go into the earth 3 feet are the centre piles in the creek? Yes.
- 571. They are in the bottom of the creek? Yes; they are driven through the mud or slush 3 feet, and the shoes go into the rock a few inches.
- 572. By Mr. Asher: Were your instructions from the Railway Department to drive these piles in the way you have mentioned? Yes.
- 573. By Mr. J. Campbell: Are they driven down to the bed rock? Yes.
- 574. By Mr. Samuel: Do I understand you to mean that these piles have only three feet of mud to hold them? That is all.

By reference to the above evidence, it will be seen that Mr. Rhodes informed the Committee that three rows of piles were driven only three feet through "mud or slush" before reaching the rock, and that he had instructions from the Railway Department to drive these piles in the manner described by him.

Before replying to the above statement, it may be desirable that I should give a general description of the bridge referred to.

The bridge over South Creek is proposed to be built entirely of timber, having eight openings, each of 20 feet clear span. There are on the drawing furnished to Mr. Rhodes nine rows of piles, five piles in each row, three piles being driven perpendicular, and the two outside piles having a batter of 1 in 8. The whole of these piles are 12 in. by 12 in., and firmly bound together by two sets of double walings, and two sets of double braces. Each row of piles has a headstock 12 in. by 12 in., morticed to receive the tenon on the pile heads, which is also secured to the piles by 1 1/4 inch wrought iron spikes. On this headstock the corbels, 6 feet in length, 12 in. by 12 in., are notched and cogged, and carry the longitudinal beams forming the superstructure.

The superstructure consists of two longitudinal beams of ironbark timber, 12 in. by 12 in., extending the full length of the bridge, and placed 9 feet apart; on these beams close transverse planking 8 inches thick is laid and spiked to the longitudinal beams. Upon this planking are laid two other ironbark beams, each 12 in. by 12 in., and securely bolted with 1 1/4 in. wrought iron bolts, through the planking to the lower beams. Longitudinal timbers are then bolted to the planking, 14 in. by 7 in., on which the chairs are spiked that carry the rails.

On the 9th instapt, I carefully inspected the work done at this bridge, and found that thirty-six piles had been driven—a sketch of which I give below. The piles I have numbered, for the purpose of reference when stating the depth each pile is driven below the surface of the ground.

	Row 1.	Row 2.	Row 3.	Row 4.	Row 5.	Row 6.	Row 7.	Row 8.	Row 9
				22	29	36			
FROM SYDNEY	5	10	15	21	28	35	41	46	51
	4	9	14	20	27	34			
	3	8	13	19	26	33			
	2	7	12	18	25	32			
	1	6	11	17	24	31	37	42	47
			16	23	30				

	No. of pile.	Description of pile.	Depth in ground. ft. in.
1st Row	1	Battering pile	12 3
	2	Upright "	12 0
	3	" "	14 3
	4	" "	14 0
	5	Battering "	17 0
2nd Row	6	" "	12 0
	7	Upright "	13 6
	8	" "	15 0
	9	" "	16 0
	10	Battering "	10 0
3rd Row	11	" "	* 12 6
	12	Upright "	* 12 6
	13	" "	* 11 0
	14	" "	* 10 0
	15	Battering "	* 9 6

* These piles will be 3 feet less in the ground when the diversion of the creek is made.

EVIDENCE TAKEN AT THE BAR OF THE ASSEMBLY IN REFERENCE TO

Captain B. H. Martindale, R. E.
4 May, 1860.

	No. of pile.	Description of pile.	Depth in ground. ft. m.
4th Row	16	Dwarf	10 9
	17	{ Raking pile, not driven into the ground, but framed into the dwarf pile	..
	18	Upright pile	12 4
	19	" "	12 4
	20	" "	13 0
	21	Raking pile, similar to No. 17	..
5th Row	22	Dwarf pile	13 3
	23	" "	4 4
	24	Raking pile, similar to Nos. 17 & 21	..
	25	Upright pile	8 2
	26	" "	7 9
	27	" "	7 6
	28	{ Raking pile, similar to Nos. 17, 21, and 24	..
6th Row	29	Dwarf pile	10 9
	30	" "	4 8
	31	{ Raking pile, similar to Nos. 17, 21, 24, and 28	..
	32	Upright pile	5 0
	33	" "	4 10
	34	" "	12 9
	35	{ Raking pile, similar to Nos. 17, 21, 24, 28, and 31	..
	36	Dwarf pile	11 8

In rows 7, 8, and 9, the battering piles only are driven, the least depth in the ground being 9 feet 6 inches, and the greatest 17 feet.

It therefore appears that the average depth to which the piles have been driven into the ground in row

No.	1 is	feet.	inches.
2	13	11
3	13	3
4	11	1
5	12	4
6	7	8
6	7	9

There are, however, four piles driven of the several depths of 4 feet 4 inches (No. 23); 4 feet 8 inches (No. 30); 5 feet (No. 32); and 4 feet 10 inches (No. 33); but these piles are not driven through "mud or slush," but through solid ground. As a proof, the dwarf pile, No. 23 (not carrying the weight of the roadway, but simply acting as a strut for the raking pile, No. 24), was driven 4 feet 4 inches into the ground with a monkey or ram weighing 24 cwt., it never went more than 2 inches to a blow, and diminished to 1 inch with a 12-foot fall; afterwards, went 3 1/4 inches with five blows, 1 1/2 inches with three blows, and 1 1/2 in. with four blows, and 13 feet fall.

However, when the nearness of the rock to the surface was discovered, the dwarf piles should have been omitted, and battering piles driven instead. I consider the inspecting officer to blame for not having drawn my attention to this matter, and I am surprised that such work should have been done by the contractor. At the same time, I must observe that, during the recent floods, the water was within 3 feet of the under side of the main beams of the superstructure; and although the walings and braces had not at that time been fixed upon the piles, no damage whatever was done to the bridge; thus shewing, that without either walings or braces, the bridge is strong enough to resist the pressure of the heaviest flood ever known in the Colony.

I must further observe that no directions were given by any officer of this department to drive the piles in the manner described by Mr. Rhodes. On the contrary, upon my questioning the inspector, as to several defects in the driving of the piles, I was informed that the matters pointed out by me had been named by him to Mr. Rhodes' agents, but that no attempt had been made to improve the work.

It will be seen, therefore, that the statements made by Mr. Rhodes as to the manner in which the piles are driven, and the instructions he received from this department, are incorrect.

I may also state that this work is being carried on in a most improper and unsatisfactory manner, and that it will be my duty to refuse to give to the contractor any certificate for this bridge until the whole shall have been completed in a proper and workmanlike manner.

With reference to the statements made relative to the insufficiency of the culverts on the Western Line, I have only to remark that, on the 10th instant, I carefully inspected the whole of the culverts on this line, and am quite satisfied that, during the recent floods, the culverts have, in all cases, been sufficiently large to carry off the flood waters without in the least degree obstructing the drainage of the country.

JOHN WHITTON.
14/5/60.

Submitted for the information of the Honorable the Secretary for Public Works.

Secn— B. H. M.
W. M. A. 15/5/60.

APPENDIX B.

EXTRACT FROM SPECIFICATION.

(Referred to in reply, No. 1,906.)

13. No addition, deduction, or alteration shall in any way vitiate or set aside the Contract; but any addition, deduction, or alteration shall be measured and allowed for according to the schedule of prices annexed to the Bond, or at a price to be agreed upon at the time.

F.

FRIDAY, 11 MAY, 1860.

Samuel Willcox, Esq., called in and examined :—

2229. *By the Chairman*: You are acting as Agent for Sir Morton Peto and Company? Yes. S. Willcox, Esq.
2230. You are constructing the line of railway extension in the Northern District, I believe? Yes.
2231. Will you be good enough to describe that extension? The extension from Lochinvar to Singleton. 11 May, 1860.
2232. How many miles? Twenty-three, nearly.
2233. When did you arrive in the Colony? In June last.
2234. It was some time after Mr. Rhodes' arrival, I believe? Two months.
2235. Were you engaged to come out to the Colony at the time Mr. Rhodes left London? Yes, at the same time.
2236. Had you any intercourse with Mr. Rhodes prior to his embarkation? Yes.
2237. Have you frequently been in Sydney since you have undertaken that Northern Line of railway extension? Yes.
2238. In conference with Mr. Rhodes? Yes.
2239. And also to get instructions from Government? For both purposes.
2240. Have you ever had any conference with Mr. Rhodes on the subject of Sir Morton Peto and Company's contract generally? In this Colony do you mean?
2241. Exactly? Oh, yes.
2242. At different times? Many times.
2243. When were you in Sydney last? A month since.
2244. On that occasion did you visit any portion of the line which is in the hands of Messrs. Peto and Company? Yes, I went over a portion of the Southern Line.
2245. Can you remember on what date it was? On the 14th, I think, of March.
2246. How far did you go on the Southern Line? I think it was to a place called Douglass Park,—about fourteen miles along the line.
2247. Was Mr. Rhodes with you? Yes.
2248. Any one else? The Chief Commissioner, the Chief Engineer, and one or two of their assistants.
2249. On that occasion, was the object of your visit, in company with the railway authorities, to inspect the matter in dispute between Mr. Rhodes and the railway authorities? Yes, I went with that object.
2250. Will you be kind enough to state, generally, what was the result of your examination of the line—what took place? I do not quite understand the question.
2251. This is it,—you went upon the line, as I understand, with the other gentleman acting as Agent for Messrs. Peto and Company, with the Chief Commissioner, and the Engineer-in-Chief, to examine the line with reference to those parts of it out of which disputes have arisen between Mr. Rhodes and the Engineer? Yes.
2252. What I would desire you to state to the Committee is this,—what particular parts of the works you inspected upon that occasion—what took place—what Mr. Rhodes said, and what the Engineer said? I think the principal thing was the question with regard to rock cutting. Mr. Rhodes stated that a great portion of the rock in cuttings had not been allowed him, but had been paid him as though it had been earthwork, and I was asked my opinion about it.
2253. At what particular places did you look at the line—at the alleged rock? There was one cutting, I think, near to Menangle—near to the river—and the second ———
2254. This side Douglass Park? Yes, this side Douglass Park. There is a large hill near Douglass Park which I saw,—indeed I saw several cuttings.
2255. Did you go into the cuttings? Yes.
2256. Did the Commissioner and Engineer-in-Chief go into them? They went into two or three of them.
2257. Will you be kind enough to state what took place? Mr. Rhodes pointed out some rock that had not been allowed him. We went into the cutting; both the Commissioner and Engineer went down, and they decided that a certain portion should be allowed as rock.
2258. Will you describe the face of the cutting as nearly as you can? The cutting might be perhaps 28 feet in depth, and about 10 or 12 feet at the bottom it was agreed to take as rock.
2259. What was the appearance of the bottom up to 8 or 10 feet in height, which they agreed to take as rock? Rock.
2260. Could you describe it in any way so that we could understand it better? I can give no better description.
2261. Was it sandstone? No.
2262. Was it granite? No; it was a volcanic rock, igneous.
2263. Was it in one block, or in broken pieces? In broken pieces; there were some beds of 3 feet, and some portion of it was shaley.
2264. What color was it? It had been colored by ironstone—rather red.
2265. However, you say the Commissioner and Engineer-in-Chief agreed to reckon some 8 or 10 feet as rock—that is, the solid part, I suppose? Yes.
2266. Was there anything else inspected by you on that occasion, on that line? We looked at the bridges and culverts through the line.
2267. You mean the wooden bridges? Yes, the wooden bridges in course of construction.

- S. Willcox, Esq.
11 May, 1860.
2268. You are aware of the kind of wooden structures which are to be erected on that line; you have seen the plans? I have seen the plans of one or two of them.
2269. Will you be kind enough to look at the model behind you? (*The witness looked at the model.*) It is on a similar plan to that, I think.
2270. Do you remember the dimensions of that bridge? The height I do not remember, but the openings were 20 feet.
2271. Some of those wooden bridges were from 20 to 30 feet in height? Yes, I should think so.
2272. Have you ever heard that Mr. Rhodes is of opinion that these bridges are not safe for a heavy traffic? Yes.
2273. Have you ever had a conversation with Mr. Rhodes upon the subject? Yes.
2274. Have you expressed your opinion upon the subject? I have expressed my opinion that for a great height I thought, perhaps, longitudinal bracings might be advisable.
2275. In addition to what? In addition¹
2276. Will you describe on the model the kind of bracings you think are advisable? (*The witness described by reference to the model.*) One way of doing it would be to put struts to the crown piece, but perhaps that would be objected to on account of the floods, and therefore I would put a longitudinal tie.
2277. It has been stated by some gentlemen who have been examined at the Bar of this House, that the bridges in the course of two or three years, constructed as proposed, would by the force of traffic become shaky and insecure, and unless they were strengthened by the introduction of new pieces in some way, which I do not pretend to understand, they would give way and lead to an accident—do you think that that might possibly be the case? No, I do not think that; not in the course of two or three years.
2278. Have you any bridges of this description on your line? Not so high.
2279. How high are the bridges on your line? I have some up to, I think, 22 feet.
2280. What length? I have some about a hundred and sixty or seventy feet.
2281. That particular bridge, of which we have the model there, is near a place called Glenlee—you may remember it from passing over the line—it is described as having an incline of 1 in 70, with a slight curve—would that make any difference in its security? Yes; it would require, I think, stronger bracing on that account.
2282. On the occasion when you, Mr. Rhodes, and the railway officers passed over the railway line, did you notice anything particularly offensive or objectionable in Mr. Rhodes' conduct? In passing over the railway line?
2283. We have had evidence given by Captain Martindale to the effect that Mr. Rhodes' conduct, when they were examining one of these cuttings, was, in some way, so offensive, that it was difficult to continue the investigation? It was not marked by its politeness, certainly.
2284. What was it? He insisted on being paid; he said he would be paid, or something of that kind, for this material which the Engineer called shale; but he did it ²in rather a short temper.
2285. Did he say anything more than that he would be paid? I cannot recollect exactly what he did say.
2286. Were there other matters in dispute between Mr. Rhodes and the railway authorities communicated to you? I think there were, about the ballasting and permanent way.
2287. Was there anything about the rails? Yes; the ballasting, the permanent way, and the rails were the principal.
2288. When you passed over the line on this occasion did you notice any rails lying idle? No.
2289. Did you notice that Mr. Rhodes had a large quantity of rails more than he needed? No; he had not.
2290. As far as you went he had not? We looked particularly to that, and he had not a large stock of rails at that time.
2291. Do you think he had sufficient? No; he was short of rails in nearly every cutting we went into.
2292. He had not sufficient for the purposes of the contract? Not sufficient to carry on the cuttings he had gone into.
2293. It has been said he ought to have made wooden rails, or rails out of bar iron—is that a course often adopted in railway contracts? I never saw it adopted except in the Colony. I have seen it here.
2294. Would it be possible to carry on a work satisfactorily, or expeditiously, if contractors had to resort to wooden, or to bar iron, rails? Certainly not.
2295. Have you had experience of the conduct of works of this kind in other parts of the world? Yes
2296. For how many years? For nineteen years.
2297. In what countries? On the Hereford and Gloucester ³Railway, the Bedford Level, the Great Northern, the Dutch, Rhenish, and the ⁴ , in France.
2298. What is the practice, speaking from your own personal knowledge on great works, as to the engineer accommodating the contractor with such rails and chairs as are necessary for the conduct of his work? It is always done; I have never seen it otherwise.
2299. That is as far as your personal knowledge goes—it is always done without limit, except the limitation of the work? There is no limit at all. I have always, on every work I have been upon, had free use of all the rails and chairs I required.
2300. Without any scruple? Without any scruple.
2301. Were you ever required to pay for their use? On one occasion we paid a fixed sum, I believe, for the rails of the Great Northern.
2302. Do you remember what that sum was? I do not remember.

¹ to present design.

² with rather show of

³ Canal.
⁴ Western Railway.

2302. Are you, as agents for Messrs. Peto and Company, paying for the use of rails? Yes. S. Willcox, Esq.
2303. What are you paying? Ten per cent.
2304. Both on your line and on that of Mr. Rhodes? On the Northern, the Southern, and the Western. 11 May, 1860.
2305. Have you ever had any cause to complain of the treatment you have experienced from the Railway Department in any way? We have ^{had} several—two or three matters in dispute now on the Northern Line. I think they are now reduced to one; that is, the rock cutting, owing to our having an order to take them out ^{with} of vertical sides.
2306. Is your line carried through a similar character of country to that between Campbelltown and Picton? No, we have much more rock on the Northern than they have on the ^{Campbelltown} Camden Railway.
2307. Rock of the same description? No, much harder rock on the Northern.
2308. I have been told that it is the fact that you did not require the same quantity of rails as Mr. Rhodes would on account of having side cuttings? It is impossible for me to say what Mr. Rhodes requires. I can tell what I require for the Northern Railway.
2309. I thought you might by comparison? No. I have only been over the Southern Line one day, and I have hardly seen the sections for it.
2310. Have you met with as many facilities, and as much disposition on the part of the railway authorities here to meet you in carrying on the work as you have in other parts of the world? I think the Government has treated us badly in several respects. In taking work from us that fairly belonged to the contract—I mean work not included in the schedule—given in the first place.
2311. Would you describe what you mean, if you please? I tendered for the fencing of the Northern Line, and for the sleepers. My tender for the fencing I think was 10s. per rod—that is my written tender; I afterwards verbally altered it to 9s. 6d. I got an offer from Government to execute it at 7s. 6d. per rod. I refused that. I then got, I think, a second letter telling me that they had received offers to do it for 8s., and that if I felt disposed to tender under that it was still open to me. Of course, I could not tender against a lot of working bushmen, and I gave it up. Since then I believe they are paying as high as 8s. and 8s. 3d. for this fencing. That I do not think exactly fair treatment.
2312. Have you had any other matter of dispute? The rock cuttings.
2313. Have your disputes about rock cuttings been similar to those of Mr. Rhodes? No, I am ordered to take out the cuttings on the Northern Line with vertical sides, and it is clearly stated on the trial sections, and Mr. Rhodes I believe was also informed before he took the contract, that the side cuttings would be taken out at a slope of one to one. I now claim an additional payment on that account, for it is much more expensive to take out the cuttings in the way now proposed than as originally designed.
2314. Are your claims entertained? No, they are refused.
2315. Have you abandoned them? No.
2316. What do you intend doing? That is not quite decided upon.
2317. With regard to rails and chairs have you met with any difficulty in obtaining sufficient for the works on your line? No. I was short two or three months back, but I now have sufficient to go on with.
2318. There is some dispute with Mr. Rhodes about leads; he contends that his leads are unnecessarily long—some of them more than a mile—what is the general practice in works of this kind with regard to leads? I have been informed by Mr. Rhodes, that he was told when he took the contract that the lead should not exceed half a mile.
2319. Is there any practice generally observed in this respect? In giving the price for work you generally suppose that it is to be taken one lead, or half a mile.
2320. Did you look at the ballasting when you were on the Southern Line with Mr. Rhodes? No, there was no ballasting done.
2321. Did you look into the matter of dispute? Not on that occasion, but I have since.
2322. Will you state to the Committee what is the matter of dispute between Mr. Rhodes and the authorities in this respect—I want you to do that, if you please, because it is a matter which does not appear to be clearly understood by the Committee, and as you are a party in a manner not immediately concerned, and have derived your view of it from parties directly concerned; if you would state it, as it appears to you, it is likely we should understand it better? I think it is this: Mr. Rhodes has undertaken the ballasting of the permanent-way of the Southern and Western Lines, and he found a quantity of material in his cutting suitable for ballast; he wishes to put that in depôt, and use it as permanent-way ballasting, instead of taking it into embankment, as shewn by the disposal-sheet. He proposes to put from side cutting, at his own expense, the quantity of ballast he might save, into the embankment, in lieu of the stone. That is objected to.
2323. Is that the whole of the matter in dispute? I think that is the whole of it with respect to the ballasting.
2324. Has not Mr. Rhodes carried out some stone to the side of the railway, which is a matter of dispute independently of the mere question of ballasting? Yes, he has, but it is not much; I believe he has taken out stone which they have refused to pay him for.
2325. In any way? In any way. That, of course, would belong to the ballasting. He must be paid for it eventually.
2326. With regard to your own line,—do we understand that you feel upon the whole satisfied with the facilities afforded you in carrying the work out? With the exception of the two or three points I have mentioned. I think when these points are cleared up, we shall go on quite smoothly there.
2327. There is another matter of dispute between Mr. Rhodes and the railway authorities, as to whether the engineer ought to give the contractor the length of the piles, or the depth to which they should be driven? Yes, decidedly.

- S. Willcox,
Esq.
11 May, 1860.
2328. It is denied by the engineer, as I understood him, that it is any part of the engineer's duty to give the contractor the length of the piles; but he states that it is rather the duty of the contractor to drive the piles till he finds the depth to which they will go: will you state, as far as your experience goes, what is the general practice? The general practice is to give the length; it is never refused.
2329. Do we understand that the engineer gives the length to which the piles are to be driven into the earth, and that he takes the responsibility? No. He would give you the length the pile was to be driven into the ground; but if, in the execution of the work, it was found necessary, instead of taking, for instance, 30 feet piles, the length given by the engineer, to use 35 feet piles, the additional cost of obtaining those piles would be charged to the Government.
2330. How is this generally ascertained? By boring.
2331. Do the Committee understand that it is the practice for the engineer to go and examine the earth, and to bore, in order to see what depth it is necessary to drive the piles? Not the engineer; his assistants.
2332. I mean the engineer's department? Decidedly.
2333. And from this examination of the locality to give the length of the piles to the contractor, and the contractor has to drive them that length, unless it turns out from some cause that it is necessary to drive them a greater length, and that he then charges the difference of the cost of the piles to the contractor? If it is necessary to drive a longer length, of course the contractor must do it, or the bridge would be unsafe.
2334. And he charges accordingly? Yes; he would charge the value of the piles he had left on hand. He would have to charge for the fresh supply. Suppose he had, in accordance with the engineer's first instructions, laid in a stock of 30 feet piles, and found that 35 feet piles were required, he would charge the Government both with the 30 and 35 feet piles, and the Government would use the 30 feet piles in any other place.
2335. That is, supposing a hundred piles were necessary for a bridge, according to the instructions given by the engineer, and when they came to be driven, ten were found to be too short, the contractor would get ten fresh ones to supply their place, and charge the ten short ones to the Government? Yes, and they would become the property of the Government. That is matter of arrangement between the Government and the contractor; the contractor might take them to another bridge.
2336. That is the practice as far as your knowledge has gone? Yes; and in pile-driving I have had great experience at Home.
2337. Are you in a position to state what the views of Peto and Company are —? Permit me one half moment. In going over the Southern Line the other day, owing to the difficulty—and I admit it is difficult and expensive—to bore to ascertain the depth these piles should go, I proposed that we should drive the piles the depth required, and if it were found they were too long, or that there was a waste on the piles of short pieces, which could not be brought in, that the short pieces should be taken back by the Government. That would clear up the difficulty, would save the expense of boring, and we would take the responsibility of the length of the piles.
2338. I was going to ask you whether you were in a position to state the views entertained by Messrs. Peto and Company as to the schedule of prices sent to London—did they consider that you were coming here to undertake works upon that schedule of prices? Yes; if we found that schedule of prices was advantageous when we got here.
2339. This is what I want to understand—whether your principals regarded this as a mere indication, an approximative indication, or whether they regarded it as a fixed schedule of prices? Whether they regarded it as a fixed contract?
2340. Yes? My instructions were to come here and see if the prices offered by the Government were advantageous, and if so to take them; if they were not to try to make the best bargain I could; and if I failed, to go back again. But the simple understanding was that the prices sent to England would be the minimum—the schedule that had been offered, provisionally, to Gabrielli—that was their clear understanding.
2341. They understood these prices to be the minimum? The minimum.
2342. And your discretion was as to whether you should accept them or not? Yes.
2343. If it were not prudent to accept them, and you could not make other terms, you were to go back? To go back.
2344. The prices you did accept were in reduction of those in the schedule? Yes, Mr. Rhodes did accept a reduction.
2345. Your prices are the same, I believe? Yes; but I did not take the Northern Line myself, Mr. Rhodes took that before I came.
2346. Do you consider that there is anything approaching to a departure from a correct understanding in this reduction of prices? Decidedly.
2347. What would you call it? I should be almost afraid to say what I should call it.
2348. You need not be afraid? I should call it very dishonorable; a breach of faith, decidedly.
2349. You call the circumstance of your being subject to a kind of competition when you came here to lower prices that were sent home to London, dishonorable and a breach of faith, you say? Yes.
2350. If your principals had known that you would have been subjected to this kind of thing, do you think they would have sent you out? Decidedly not. It is not likely they would have sent out agents and plant to a large amount, unless they clearly understood what prices were to be the minimum.
2351. You say Mr. Rhodes adopted these reduced prices before your arrival? Yes.
2352. What, under these circumstances, induced him? It is hard to say what did induce him;

- him ; but I think it must have been on account of the plant that he knew was on its way here ; hoping that larger works would turn out, rather than have the plant here at a loss, he might have thought it better to take these works, perhaps, even at a just paying price.
2353. What does your contract consist of—your instrument of contract? ^{Sr Willcox, Esq.} The letter of the 11th May, 1860.
- 15th April, I think, of last year.
2354. The same letter which constitutes the contract between Mr. Rhodes and the Government? Yes, it is the same contract.
2355. Has any specific bond and contract been submitted to you for signature? Yes.
2356. Have you signed it? No.
2357. Will you state why you declined to sign it? Because it is not in accordance with the terms of the 15th April.
2358. In that you and Mr. Rhodes agree, that the bond and contract includes something more than the letter which you consider constitute your contract? Yes.
2359. You have not a copy of the bond and contract submitted to you? I have not here.
2360. Could you state, in detail, the conditions contained in the bond and contract which formed the ground of your refusal to sign it? I think I can. There are several things in it which are not in accordance with the agreement of the 15th April. In the first place, the time for the completion of the contract.
2361. What was the time by the letters? Twenty-six months.
2362. From what date? I think it is from the delivery of the plans.
2363. From the delivery of the last plan? Well, that I can hardly say. I think that, perhaps, legally it might be, but ^{spiritually} I do not think that is the meaning of it. I ^{in spirit} think we must ^{take} the plans and sections, all the plans necessary to go to work, but in the ^{have} case of a work like the Menangle viaduct I think we should have the plans in time, as it is an important work.
2364. What was the time fixed by the bond and contract—what was the difference? ^{They} ^{we} were offered day for day for the time they were behind in the delivery of plans.
2365. For every day the delivery of plans was deferred you were to have an additional day for the completion of the railway works? Yes;—which we objected to, for we had missed a very fine season, and it was impossible to say what the weather might be, or what might be the rates of wages that would rule in the Colony.
2366. You said something about vertical cuttings on your line? Yes.
2367. Was Mr. Rhodes, do you know, aware that there were to be vertical cuttings when he undertook the work? No, the trial sections sent home state distinctly that all cuttings shall be taken out with slopes of one to one. When Mr. Rhodes came to the Colony, as he has informed me, the engineer went over the line with him, and clearly stated that all the cuttings would be taken out at a slope, and the cuttings taken by the Government themselves on all the line have the same slopes.
2368. Would you be kind enough to explain, so that persons unacquainted with the work may understand, the difference of difficulty to the contractors? I think it must be pretty clear to everyone that if you have a cutting of thirty feet deep, and are ordered to take that out with vertical sides, it must be more expensive than to take it out with slopes.
2369. That is apparent, but I wish to know in what degree it will be more expensive or laborious—can you give some idea of the difference? I have not gone into that. I am unable to tell you the difference in cost, but I have offered the Government this—that I am quite willing to take our schedule price for rock with slopes one to one as a basis, and that the difference shall be left to arbitration if we are not able to agree ourselves. I have made that proposition in writing to the Government or to the Chief Commissioner.
2370. How was it entertained? He refused it; I got a letter back stating that I must take out the cuttings according to my contract; and I contend I have no contract for cuttings with vertical sides.
2371. You are told to take out the cuttings in accordance with a contract that does not exist in that particular? Yes.
2372. I presume the cuttings where the sides are vertical must be through solid rock? Yes.
2373. Else they would not stand? Else they would not stand.
2374. The Government themselves are carrying on some portions of the Northern Line are they not? Yes.
2375. What portions of the line are they carrying on? The piece between Maitland and Lochinvar.
2376. Are there any rock cuttings in the portion of the line the Government are carrying on? Yes.
2377. Are the sides vertical? No; they slope.
2378. Then where the Government are carrying on cuttings themselves, they do not insist upon vertical sides? No.
2379. *By Mr. Kemp*: What slope is it? One to one.
2380. *By Mr. Parkes*: Are they through the same kind of rock? Just the same kind of rock.
2381. Were you present when Mr. Want, the solicitor for Mr. Rhodes, and your solicitor too, I presume, prepared a letter to the Government, containing your views with reference to the contract? I was.
2382. Dated the 22nd September? Yes.
2383. You were present when this letter was prepared? I was.
2384. Did you see this letter before it was sent to the Crown Solicitor? Yes.
2385. Did you concur in it? Yes.
2386. Did you consult with Mr. Rhodes in the preparation of it? Yes.
2387. Then this letter expressed your views equally with Mr. Rhodes? Exactly.
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2388. You endorse this letter as much as Mr. Rhodes? Yes.
2389. All that letter says you agree to except as a letter going from you? Yes.
2390. Are you content with the position in which these misunderstandings is left about these cuttings—do you intend making any claim for these vertical cuttings? Yes.
2391. Have you made any claim for extra pay? I have not.
2392. You intend to do so? Yes.
2393. Then that is likely to be a matter of dispute between you? That is a disputed point; in fact, I think that is almost the only disputed point I have on the Northern Line.
2394. Have you undertaken to ballast the Northern Line? No.
2395. With regard to that matter of ballasting, is it an usual practice for the contractor to obtain ballast from cuttings when he can find it? I have never known it otherwise.
2396. You have never known the engineer to object to his taking hard stuff from the cutting for ballasting purposes, if he supplied the matter at his own expense? Never; if he supplied the matter at his own expense.
2397. You are aware that there is a dispute between Mr. Rhodes and the railway authorities as to the preference for brick culverts to wooden bridges in some places? Yes.
2398. Have you any decided opinion on that matter? I think, generally, it is well to adopt brick culverts where you can; at any rate, I prefer brickwork to timber.
2399. You have heard of the recent floods in the Southern districts? Yes.
2400. Have you paid much attention to the reports of the floods? No.
2401. Do you think good brickwork would be unable to stand against the floods of this Colony? I am quite certain it would not. I am quite certain brickwork would be far better than anything else in case of flood.
2402. Do you think a viaduct, a wooden superstructure upon brick piers for instance, would be as likely to stand the force of a flood as one upon wooden piles? I think "æet."
2403. You think wooden piles would be best? No; I think good brickwork would be best.
2404. It has been stated at the Bar, that no bricks, however good the cement, and however well baked the bricks, could be built into piers that would stand the force of the recent floods, while piles would stand—that is what I want your opinion upon—that the piers would be carried away? Unless I investigated the matter I could hardly give an opinion; but I have built bridges upon the Rhine, and in cases of flood I have seen a head of ¹²eight feet of water on the upper side running for two or three days, and they have stood it without the bridges being moved; but I am not able to say whether the bridges in this Colony would have stood or not.
2405. Is it the case that by running the stuff out of cuttings to spoil, as you call it, you could shorten the length of the lead on the road, in many cases, without any detriment to the work? In some cases that can be done.
2406. Have you ever represented that it might be done so as to facilitate the work? No; I have no cuttings where I consider it necessary to adopt that plan.
2407. Had you any conversation with Mr. Rhodes on that subject? I had.
2408. Did he make any representation of this kind? Yes; but I did not quite agree with Mr. Rhodes upon that subject; he can do it.
2409. Will you state on what you disagree, so that we may be able to understand it? I disagree with throwing out of cuttings to spoil as not being a profitable way of carrying out the work.
2410. Not profitable to the contractor? Not profitable to the contractor; of course it would forward the work materially, but it is not the plan I should adopt except in cases of very long leads, then it would be advisable.
2411. Are you a civil engineer? Yes.
2412. Under what engineer did you acquire a knowledge of your profession? Mr. Ballard.
2413. Coming to the Menangle bridge, I should infer from what you voluntarily said that you agree with Mr. Rhodes' opinion, that he should have the plans of that bridge among the first plans furnished to him? I think the plan ought to have been delivered before this.
2414. Mr. Rhodes says it is the usual practice for the contractor to be supplied with the plans of the most important and difficult works to enable him to command all the facilities he can in preparing for the construction? It is so.
2415. If you agree with that as a rule, you must agree that he ought to have had this plan? Yes.
2416. When shall you be able to get your contract finished? I hope in fifteen months.
2417. Is that within the date? No, it will be a little over the date, I think; I shall do it as quickly as I can.
2418. Can you form any opinion as to when Mr. Rhodes is likely to finish his contract? No.
2419. Have you any objection to state what relation subsists between you and Mr. Rhodes, whether you have independent authority as agents from Messrs. Peto and Company, or whether you or Mr. Rhodes has any superior authority? No, I have independent authority.
2420. You are out here independent of each other? Quite independent.
2421. Have you received letters from your principals by every mail? Yes.
2422. Have you received letters by the last mail? Yes.
2423. Are they satisfied with what you are doing? With what I am doing?
2424. With what you are doing—the character of the contract entered into by you? They regret exceedingly the disagreements that have taken place, of course.
2425. Have you any information as to whether Mr. Rhodes is to be recalled from the Colony? I decline to answer that question.
2426. By Mr. Arnold: If you had not received any communications from Messrs. Peto, Brassey, and Company, as to the removal of Mr. Rhodes, would you object? I have no right to divulge the contents of any private communication I receive from the firm; it would not forward the inquiry.
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2427. I presume you would have no objection to say you had not received any such communication if you had not? No; I do not say so.
2428. What is your position? I represent Messrs. Peto and Co., for the Northern Line; and am sole agent for the other Colonies.
2429. Sole agent here for the contractors for the Northern Line? Yes.
2430. Have you any interest in the profits to be derived from the Northern Line? That I decline to answer.
2431. You decline to state that fact—what your position is with regard to the contractors? With regard to the contractors—I represent the contractors here—you mean my private position with the contractors?
2432. What I mean to ask is this—what I did ask in fact—whether you are interested in the works? That I say I decline to answer.
2433. Do you occupy a similar position under the contractors with regard to the Northern Line, that Mr. Rhodes does with regard to the Southern and Western Lines? I am the agent for the contractors for the Northern Line, and occupy a position similar to that of Mr. Rhodes.
2434. And hold similar powers? Exactly.
2435. Are you in any way subordinate to Mr. Rhodes? Not in the slightest.
2436. Is Mr. Rhodes at the present moment the agent for the contractors for the Northern Line? No.
2437. Did you negotiate and contract for the Northern Line? No; Mr. Rhodes undertook the Northern Line before my arrival.
2438. Was Mr. Rhodes ever placed by the contractors in the position of their agent, for the construction of the Northern Line—that is to say beyond the negotiation—was he ever their agent for the construction of the Northern Line? Never.
2439. If Mr. Rhodes has said he was, what should you think of his statement? I should certainly think he had made a mistake.
2440. Can you account for the manner in which he made the mistake? He has a power of attorney, I think, for New South Wales; my power of attorney limits me to the Northern Line in New South Wales.
2441. Then, if I understand you rightly, Mr. Rhodes has never, so far as the construction of the Northern Line has been concerned, been the agent of Messrs Peto and Company? Never.
2442. Has Mr. Fowler had anything to do with the contract for the Northern Line, or been employed in any way under you? No.
2443. Has Mr. Fowler ever been employed by you? Professionally?
2444. Professionally? No.
2445. Has he ever been employed by you in any way? No.
2446. I think you stated, that at the present moment there is only one matter of difference between yourself and the Government, with regard to this contract—the Northern Line contract? Only one matter of importance.
2447. Only one matter that there is any difficulty in settling? Only one matter that there is any difficulty in settling.
2448. Have the same modes of construction in these respects been exacted from you that have been exacted from Mr. Rhodes, and the same mode of measurement applied? That I am unable to answer.
2449. Are you aware of any difference having been made? I am not aware of any.
2450. Have you consented to the mode in which distinction shall be made between earth and rock? Up to this time we have agreed upon that point.
2451. Have you any opportunity of knowing whether Mr. Rhodes has claimed to be paid as rock for material which you have consented to recognise as earth? No. Let me understand your question exactly.
2452. What I want to know is whether Mr. Rhodes has insisted upon being paid by Government for material taken out of cutting as rock which you have consented to be paid for as earth? No, I am not aware that he has.
2453. Are you aware that he has not? I believe he has not.
2454. Have you an opportunity of knowing? I can only say that the material I saw in the cuttings near to Menangle, that I understand he is paid for as earthwork, I should certainly consider rock.
2455. Did you see all the material in dispute between the Government and Mr. Rhodes in that respect? I think I saw all that it was necessary to see, at least the Chief Commissioner and Engineer thought so, for they said the other cuttings were similar; and we went as far as Douglass Park, which I think is within five miles of Picton.
2456. Have you been paid for shale as earth? No. Have I been paid for shale as earth did you say?
2457. Yes? I do not know what you call shale. I have been paid for something the engineer has called shale as earth.
2458. I think you said you went on the line to examine into the differences which have arisen between Mr. Rhodes and the Government, and I think you have examined the line with Mr. Rhodes and the railway authorities? Yes, on the 14th of last month.
2459. Did you see the place where Government had proposed a viaduct, but where Mr. Rhodes has suggested there should be an embankment and culvert? Yes.
2460. In substitution for the viaduct? Yes.
2461. If the work were in your hands, and you had the choice of making either an embankment or a viaduct in that place, which would you prefer as an engineer? A culvert or a viaduct?
2462. An embankment with a culvert or a viaduct? I do not know how to answer that; but, generally, I prefer culverts and embankments to viaducts,—as a general rule.

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2463. If you had the work to do would you prefer to do it in that way? That would depend upon whether I wanted the material from the cutting.
2464. As it is? I do not know the circumstances, and, therefore, I cannot give an opinion.
2465. Did you arrive at the conclusion that at this place an embankment and culvert should be substituted for a viaduct. I do not speak of Glenlee, but generally. We did not examine the viaduct at Glenlee with that object at all.
2466. I think you stated the conduct of Government was dishonorable and a breach of faith in refusing to conclude a contract with you upon the terms sent in the first schedule to Messrs. Peto and Company? Yes.
2467. Did you come out for the purpose of accepting that schedule? I came out for the purpose of seeing whether it was worth accepting.
2468. If you had found you could not accept it advantageously to your firm would you have accepted it? No.
2469. You would not have considered Messrs. Peto and Company bound under that agreement? Clearly not.
2470. But you thought the Government bound? Yes.
2471. So that, in point of fact, supposing this schedule to have contained the fair prices at the time it was sent home, if the price of labor had risen very much its departure and your arrival you would not have accepted it? Certainly not.
2472. But if the prices of labor had fallen you would have considered Government still bound to give you the full amount named in the schedule? Yes.
2473. Is that the usual way? The thing has been done in a very unusual manner altogether. It is not usual.
2474. Did you ever know an instance of any company or Government binding themselves for a length of time to a contractor to certain prices, when the contractor himself was in no way bound to accept them—is that the usual plan at Home or in Europe? I have never known works carried out under similar circumstances, so that I really cannot say.
2475. Have you seen the Southern Line since the late flood? No.
2476. Have you read the correspondence between Mr. Rhodes and the Government upon which the contract is founded? Yes.
2477. Do you gather from that contract that an unlimited supply of rails and chairs was to be given to Mr. Rhodes? I think you can gather from that, that he was to have all the rails and chairs he required, and that the Government had to spare in the Colony.
2478. That he required, if the Government had them to spare? Yes.
- Mr. Parkes said, That is not what he said.*
2479. Perhaps you will answer the question again—I say, do you gather from the correspondence that Mr. Rhodes was entitled to all the rails and chairs that he might demand from the Government for the purpose of carrying on the works as arranged by himself? I think Mr. Rhodes was led to believe he would get all the rails he required for carrying on the works.
2480. Are you aware that the contractor had received all the rails that were then in the Colony? No, I am not.
2481. Are you aware that it is not the case that he has been supplied with all the rails that were in the Colony at the time the contract was made? I am not.
2482. Do you gather from the correspondence that Mr. Rhodes should be supplied by the Government with the rails they had imported for permanent way? That is hardly to be gathered from the correspondence; still, I think it was clearly to be understood.
2483. That he was to get them? That he would get them; it is usual.
2484. Will you explain to me whether you understood that this contract was to be conducted by Government in accordance with established usages at Home, and not in accordance with the restrictions and specifications contained in this letter? We had no specification. I understood that the works would be carried out according to the agreement of the 15th of April, and that the Government would offer every facility in their power to forward the contractors.
2485. Have you observed in reading this correspondence that Mr. Rhodes has repeatedly endeavored to make it one of the conditions, that he should be supplied with rails and chairs? It is stated in the letter of the 15th April that he shall be supplied with rails and chairs.
2486. Yes—but did you not observe in reading the correspondence that in every instance where that condition was insisted upon and the demand was made the Government refused it? Yes; still I think they promised that every facility should be given, notwithstanding that they state the rails for the permanent way shall not be used.
2487. I think you stated with regard to the fencing in the Northern District, that you considered you had reason to complain that your tender had not been accepted? Yes.
2488. What was the lowest tender you made? 9s. 6d. per rod.
2489. Have the Government since paid so much as 9s. 6d. a rod for fencing? No; I think they have since let a large portion to a Chinaman at 8s. 3d. or 8s. 6d.
2490. I do not care who it is done by—do you know that all the fencing that has been done since has been done at a lower rate than you tendered? Yes.
2491. Were Government bound in any way to give you the fencing? It was certainly understood that we were not to undertake our work by competition, and much less to be put in competition with a lot of bush laborers, as we were with regard to the fencing; for it is very clear I could not execute the work at the price a rough bushman could.
2492. Will you tell me what advantage it would be to the Government to give this contract to Messrs Peto and Company at Home if we could only get the work done by them at a higher price than we should have to pay bush laborers? The responsibility is something.
2493. I suppose the work is never paid for until it is executed? Perhaps not.

2494. So that there would not be any great responsibility after all? There would be a degree of responsibility—for instance, this fencing is not up yet, and I believe the Government will not be able to finish it at 8s. 6d. or 9s.; and I have offered to do it for 9s. 6d.

2495. Do you believe that before this fencing is finished it will cost the Government as much as or more than it would if they had accepted your tender? I think it will.

2496. You say you did not expect to be subjected to competition for any of these works not specified in the schedule? No.

2497. Did you expect to have the works given you at any price you chose to demand? No. I expected to have them at a reasonable price.

2498. Who was to fix what was a reasonable price? Between the Chief Commissioner, or the Chief Engineer, and ourselves. But I think it is very easy to be seen that we have not asked an unreasonable price for any of these works.

2499. I think I understood you to say that the fencing has been done at 8s. a rod, and that you demanded 9s. 6d. a rod? Yes.

2500. Do you not consider that an unreasonable price? No. I believe it has been done by small gangs at 8s. a rod; but there are a great many things you must take into account, there are inspectors to look after these small gangs, which might be done away with if we had the contract.

2501. I presume Government would have to inspect your works as well as those of small contractors? Not so much I hope.

2502. Then you not only expect higher prices, but also to escape the inspection to which small contractors would be liable? I think we should have the character of being able to perform a little fencing without much inspection.

2503. You think we should trust to Messrs. Peto and Company to perform the work without inspection? To put up fencing at any rate.

2504. I suppose Messrs. Peto and Company do not know much about fencing? They ought to know something about it; they have done a good deal.

2505. Have any of the laborers you have brought out here been entrusted with fencing? No.

2506. To whom have you entrusted this work? I have done none.

2507. Has not all the fencing done here by them been entrusted to bushmen, these rough characters of whom you speak so slightly? I do not speak in that way of them.

2508. With regard to the length of the piles, do I understand you to say that it is the invariable practice at Home to give the length of the piles to the contractor? It is.

2509. Have you had works to do at Home where there has been piling? I should think I have done more piling perhaps than any one in the Colony.

2510. Will you state a few works upon which you were engaged in which the length of the piles was given? Yes; on the Bedford Level, under ²³, I was the sub-engineer; ²³ Walker & Burges.

2511. In these places was it the custom to drive the piles to the rock, or till they were—I forget the term—till they got so far they would not drive further? Yes, decidedly; they would be useless else.

2512. Was the ground at these places of such a character that the piles were pretty uniform in length? That varied very much.

2513. The piles were not uniform in length? No.

2514. Then, how would the Government Engineer for these works ascertain what would be the length of each pile? By boring.

2515. Do the Government or the Company's engineer in such cases bore for every pile and give you the length? No; he would take the average.

2516. But if some were much longer than the average, and some were much shorter, both would be rejected I should suppose? No; there would be a waste.

2517. They would either both be rejected, or in the case of the long ones, the excess in length would be expended uselessly? Yes.

2518. Have you had any piling to do here? Yes.

2519. Has the length been supplied to you? No.

2520. Is that one of the matters of dispute between you and the Government still? Yes.

2521. I thought I understood you to say there was only one matter? Only one important matter—that I have offered to arrange by driving the piles the length necessary, and any timber that I am compelled to cut off the top of the pile that will prove perfectly useless to myself, the Government shall take to—by doing that they save the expense of the boring, which will be very considerable, and would come to ten times the value of the waste on the pile.

2522. Were you ever led to believe that the length of these piles would be given you by the Government engineer? There is nothing stated; but it is customary, and therefore it was expected.

2523. Then, in case the piles prove too short, they will be again drawn? They will take care to name a sufficient length I should hope; it is not a difficult matter to get at—the length of the piles necessary, but it is an expensive one.

2524. Then, as I understand as there was no condition as to the length of the piles to be given to the contractors, you think it would depend upon usage—whatever the usage was in that respect you would conclude should be followed? If there is no agreement, of course you take custom.

2525. I think you have stated you have no bridges of the height of the one of which this is a model? No.

2526. Have you reason to believe that a bridge constructed on that plan would be unsafe? No.

- S. Willcox, Esq. 2527. Have you tested the bridges you have erected on the Northern Line? No.
2528. Have any of the bridges on the Northern Line been tested? Yes.
- 11 May, 1860. 2529. Have you seen them tested? No; but I have heard they were perfectly satisfactory.
2530. Have you any reason to believe that an incline of one in seventy and a curve of ninety chains would render a bridge of that construction unsafe? No; still I should in a bridge of such great height think it desirable to put longitudinal braces.
2531. Do you know the height? I do not. I should say from 25 to 30 feet.
2532. Have you seen timber bridges of greater height than that? Yes.
2533. I presume you have no experience of ironbark? None.
2534. *By Mr. Scott:* I think you stated you only wanted men? Yes.
2535. Will you state what these men earn per day taking a month at a time? A good man would earn from ¹⁴ten shillings to ¹⁵twelve shillings a day.
- ¹¹ eight. ¹⁵ ten. 2536. Would you object to take some of the unemployed of Sydney if they tendered their services? I should be very happy to take three or four hundred if they tendered their services.
2537. *By Mr. Russell:* Allow me to ask you is it usual in England to pay for the transit of rails on the line? No.
2538. Is it the practice here? Yes.
2539. They make you pay for all the rails that go along the line to make the railway? Yes, we pay the carriage on the Government lines for Government rails.
2540. Is it not the case at Home? No.
2541. You never saw it? No.
2542. *By Mr. Arnold:* I think you say that at Home it is the practice to allow the contractors the use of the line carriage free? No, the carriage of rails, and all the other carriage of materials is always done at cost price; that is, at the working expenses of the line.
2543. Are you now speaking of the permanent rails for the permanent way? Yes, I am speaking of the carriage of the rails to be laid down on the line.
2544. Are you aware from this correspondence that it is not the intention of Government to allow rails for the permanent way to be used by the contractor on temporary works? Yes.
2545. In fact, the mode of construction is different here from the mode of construction at Home? It does appear so.
2546. With regard to the quantity of rails—what is the length of your contract? Nearly twenty-three miles.
2547. How many miles of rails have you? 464 tons.
2548. How many miles would that be—about? Nearly four miles of road.
2549. Are you aware what quantity of rails Mr. Rhodes has? No.
2550. Are your rails sufficient for your work? Up to the present time, but I shall require 800 tons altogether. I have only received four miles of road, but I have had rails granted to me for five miles and a quarter; they are ¹⁶on the works.
- ¹⁶ now being taken. 2551. That is sufficient for you up to the present time? Yes. I am taking them on to the works daily.
2552. *By Mr. Wisdom:* You stated, I think, that the Government had refused to allow the contractor to use rock obtained from cutting as ballast? Yes.
2553. Will that be any disadvantage to Government, or advantage? None, whatever.
2554. Then, if Government refused to permit him to do so, it must have been out of ill will to Mr. Rhodes? I think so; it cannot make the slightest difference to ¹⁷Government.
- ¹⁷ the. 2555. If the Government allowed him to use this rock taken from cutting as ballast—do you think it possible Mr. Rhodes would have claimed to have had it allowed as rock in the cutting? Yes.
2556. That may have been the reason why the Government refused? That is the reason they give for it.
2557. In the schedule of prices sent Home to Messrs. Peto and Company was any mention made about fencing? No.
2558. In taking the contract had you the fencing in contemplation? Yes.
2559. Although nothing was mentioned about it in the schedule of prices? Yes.
2560. You stated that Mr. Rhodes came out before you? Yes.
2561. He took the contracts for both the Northern and Southern Lines before you came out at all? Yes.
2562. How then could you afterwards get the contract for the Northern Line? It was the understanding before I left Home, that I should take the management of the Northern Line; I had a power of attorney for that purpose.
2563. Is not Mr. Rhodes responsible to the Government for carrying out the Northern Line? No.
2564. Did he not enter into the contract for the Northern Line? Yes.
2565. Is he not then responsible? No; for it was clearly understood that I was to take the Northern Line, and when I came to the Colony, I was taken by Mr. Rhodes to the office of the Minister for Works, to the Chief Commissioner and Chief Engineer, and it was clearly stated there I was to take the management of the Northern Line. Besides, I had a power of attorney of later date than Mr. Rhodes, which clearly entitled me to it.
2566. You do not consider yourself in any way under the authority of Mr. Rhodes? No.
2567. *By Mr. Lucas:* You said this structure would not become shakey in two or three years—do you think it would become shakey in eight or ten years? I have had no experience of such structures in this Colony; in England it would become very shakey in eight or ten years.
2568. You were saying that you would advise longitudinal braces—how far down the pile would you put them? You could not take them far down the pile, on account of the floods, they would be likely to act as an impediment to the passage of anything.

2569. How would you secure them to the piles? By bolts.
2570. Do you think that would strengthen the structure so much as the struts—By-the-bye, have you seen the plan that Mr. Rhodes proposed of the struts? I know what his proposal is. (*The Honorable Member and Witness here referred to the model.*)
2571. I presume to strengthen the structure at all you would have to bolt a longitudinal brace some two or three feet down the pile? I do not think a longitudinal brace necessary when the bridge is not a great height.
2572. I am speaking of that bridge of 30 feet height? Then to make it perfectly safe, I should put in a longitudinal tie, or ¹⁸props.
2573. Struts? Struts.
2574. Do you not think struts would be stronger? Struts would be stronger.
2575. Would not the struts reduce the bearing—by putting on struts and a crown piece, would it not reduce it to seven feet six? I think it is strong enough to carry any load, vertically.
2576. Would not the vibration loosen it? It is to guard against that I recommend longitudinal ties.
2577. I am speaking of struts; if you put strut pieces from the piles, I presume you would not have a crown piece above three or four feet long? In some places, eight or ten feet.
2578. That is, the piers being twenty feet long, would you have the crown piece as long as that? Yes.
2579. Do you know that the late floods have swept away the brick piers on the Campbelltown line? I have heard so.
2580. Are you aware that the piles have remained? Yes, I have heard so.
2581. Having that knowledge, does it not shake your opinion as to brickwork? Not the slightest.
2582. Have you seen this embankment? No; but I know properly constructed brick bridges will withstand almost any flood.
2583. Are you aware that where the brick culverts have been washed away, the mortar is so good that a large number of bricks lie cemented together in a mass, some fifty or sixty together? That has been mentioned.
2584. Knowing that, do you think bricks better than piles? I do.
2585. *By Mr. Wilson:* Have you made any calculation of the comparative value of Australian bricks and timber, or do you arrive at this conclusion from the knowledge of the bricks of other countries, and of American timber? I can have no idea of the value of Australian timber.
2586. From what you have seen of Australian bricks, and of the bricks, for instance, used in the bridge to which you have referred on the Rhine, are the bricks of this country as good as those? No.
2587. *By Mr. Byrnes:* In speaking of the struts that you would propose to attach to that bridge, or longitudinal ties, will you have the goodness to explain to the Committee in what way longitudinal ties would strengthen a bridge of that character? I think the weakest part of the bridge is the connection between this corbel (*referring to the model*) and the ¹⁹capping piece.
2588. In what way would a longitudinal tie strengthen that? (*The Witness explained by reference to the model.*)
2589. What effect would that have upon the bridge as to its durability? It would strengthen it.
2590. Will you explain how it would strengthen it—first and foremost, are the piles at all likely to bend or sway? I think they would, if the bridge were a great height.
2591. Where would it be likely to bend? I think at the top.
2592. Would it not be the case in the event of the piles bending in that way, that there must be some weakness at each end at the abutment? None.
2593. Would any pressure that could be brought to bear upon a viaduct of that kind, in your opinion, in any way cause these piles to bend; standing, as they do now, without a longitudinal tie? It is a question. I do not say that the viaduct is not strong enough, but I say that in a bridge of a great height I should put in a longitudinal tie.
2594. Merely to guard against any contingency? Yes.
2595. But you do not apprehend that from any pressure likely to be brought against it it is likely to give way? I should have no fear of its giving way, but it is a precaution I should adopt.
2596. I saw a sketch exhibited by Mr. Rhodes, in which it was shewn that diagonal ties and longitudinal pieces, under the present longitudinal cap, would strengthen the bridge very much—do you believe it would? It would, decidedly.
2597. In what way? It would strengthen the ²⁰longitudinal ties.
2598. Do you think there is any probability of the platform of that bridge sinking? Not sinking.
2599. That there would be anything like deflection between the piles? No.
2600. Then what advantage would it be? The only fear is that in time the spike that fastens the corbels might become loose, and cause the bridge to rock.
2601. You say they "might become loose,"—do you think from the mode in which it is proposed to construct the bridge that is possible? Quite possible, and to guard against that I should put in a tie.
2602. From what cause do you think they might become loose? From vibration.
2603. How is it to vibrate unless the platform gives way? It is not necessary that the platform should give way to vibrate. The platform might remain at the same level.
2604. If the pile could vibrate without the platform giving way, there could be no connection

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¹⁹ struts.

²⁰ piles.

²⁰ bridge longitudinality.

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- between the head of the pile and the platform? The connection would not be good between the head of the pile and the platform.
2605. Would it not be possible to construct it in such a way as that the connection between the two should be perfect? Yes.
2606. Then in that case, supposing there were a perfect connection between the two, it would not, I apprehend, from your view of the subject, be possible for the pile to vibrate? No.
2607. In that viaduct I think there is a curve of something like one to ninety? Yes.
2608. Is the viaduct much weakened by that curve? No.
2609. Is it weakened at all by the curve? Slightly.
2610. What effect would the engine have on running over a viaduct of that kind, seeing that you throw the weight to the inner part of the curve rather than to the outer—what effect would it have? The weight of course would naturally go to the outer side of the curve.
2611. The outer rail would be raised some little? Yes.
2612. What effect would that have in reference to the viaduct itself? None.
2613. It is not likely to injure the construction? Not the slightest, the raising of the rail.
2614. You have stated, I think, that in all cases of this kind in England the engineer is in the habit of giving the length of the piles in all constructions of this character where they are estimated between the contractor and the Company by the foot? In some cases, generally the contract is ²¹ contract.
- ²¹ an *à forfait*.
²² Not] 2615. Is it not generally the case that they are not contracted for by the foot? ²² Generally. In my experience I have only worked on one line with a schedule, before this.
2616. Then in all cases where they are not contracted for by the foot, the contractor himself ascertains the length the pile is to be before he makes out his contract? Exactly.
2617. And *vice versa*, where it is done by the foot, the engineer employed by the Company gives the length of the piles? Yes; perhaps my last answer might be explained: in a contract ²³ you have all your plans ready before you commence your work, and the length of your piles, if you have piled bridges, is shown on the plan. If longer piles are required than those shown on the plans on which the contract is taken, they are always allowed for by the Company. I know that on one line I executed under Mr. Locke, in Holland, we had a great number of bridges, and the piles were specified some eight or ten metres in length. These were provided, and when we came to drive them we wanted them fourteen or fifteen metres long.
- ²³ *à forfait* 2618. What were the piles generally composed of in England, and in foreign places? Of beech, elm, and oak. For foundations we use beech.
2619. What do you mean by "foundations?" Pile foundations; pile platforms for timber bridges—I beg pardon, I mean for bricks.
2620. In speaking of piles, without reference to platforms for brick bridges, has it come within your knowledge at any time in England, or in other places where you have been connected with railways, that there has been any platform construction upon which piles have been driven, or where framework for viaducts of this character have been erected? No.
2621. These platforms have been made generally with a view of building brick piers? Yes.
2622. Do you construct a platform of wood for timber structures? If we find rock near the surface, then, of course, we put a timber cill.
2623. Only in such such cases? Only in such cases.
2624. In speaking of the facilities Government ought to have afforded you and Mr. Rhodes, you state that it is invariably the practice of companies in England to allow contractors the use of rails, ultimately intended for the permanent way, during the progress of their work? Yes.
2625. Have you ever known an instance in England, or in Ireland, in which the rails intended for the permanent way have been specifically reserved from the use of the contractor? No, not in my experience.
2626. Are you under the impression such is not the case? Yes.
2627. Then you would be surprised, I suppose, if you saw a specification in which the rails intended for the permanent way were reserved from the temporary use of the contractor? Yes.
2628. I do not happen to have a copy of the specification with me to-night, but I have one at home in which they are specifically reserved? Perhaps it is a very old one.
2629. No, it is one of very recent date indeed, in which, in the second clause of the specification, all rails intended for the permanent way are specifically reserved from the use of the contractor for his temporary works—you have stated to-night that you have made a claim upon the Government for some vertical cuttings? Yes.
2630. Did you draw the attention of the Government to the difference that it would make in your profits between vertical cuttings and the slopes you have spoken of, prior to your commencing the work? Directly I got the section.
2631. Before you commenced the vertical cutting? I will give you the exact date if you will allow me. I received the last section on the 23rd September, and I wrote, claiming extra payment for vertical sides, on the 26th September.
2632. Then you had commenced the vertical cuttings at this time? No; it was only three days after I had received the section.
- ²⁴ have. 2633. That had reference to this particular cutting? I ²⁴ had many cuttings with vertical sides—it is not one cutting.
2634. Allow me to have an answer to that question again—I scarcely understand you—you state that you received —? I received my sections —.
2635. Yes, on the 23rd September —? And I wrote on the 26th September, making my claim for the rock cuttings.

2636. And, in answer to your claim of the 26th, the Government stated that they were not disposed to acquiesce in your requirement? I got an answer to that letter on the 29th December, stating that they did not admit it. G. Wilcox,
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2637. Had you proceeded far with your work prior to their giving you an answer? Yes, and I will tell you why. ²⁵We came down in October, hoping to settle this matter, and Mr. Secretary Robertson agreed to leave this question to arbitration, and I went on with my works on the understanding that it would be arranged in that way. 11 May, 1860.
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2638. And the time rolled on to December before you received an answer from the Chief Commissioner's office? Yes.
2639. Of course, I am prepared to admit that there is some difference between the value of a vertical cutting, and one as you are expected to make it? I think that is pretty clear.
2640. Have you made any calculation as to what the difference is? I have made one; but I have not it with me.
2641. That is through rock you say—of what description? Bluestone.
2642. Is it the ordinary blue metal on which the action of fire is observed? Yes.
2643. Whinstone, in fact? It is a trap—hardly whinstone.
2644. You state that on the Southern Line Mr. Rhodes has taken out a quantity of stones from the cutting which he has placed by the sides, I suppose in order ultimately to use it for ballasting, and you also state that the reason which you suppose has led the Government to refuse to sanction the appropriation of it in that way—would not the Government, in the first instance, have to pay for the cutting out of which this rock was taken? Yes.
2645. Supposing that Mr. Rhodes were allowed to use the stone for his own purposes in the shape of ballasting, what quantity of earthwork would, in your opinion, replace that quantity of stone in the embankment? Supposing a load of stone that ought to have been thrown into embankment were removed otherwise, how many yards of earthwork ought to be substituted for ten yards of stone cutting? That is not the practical way of looking at it. If you will allow me, I will state the way I think it ought to be done. If he has a certain quantity of cutting to get out, and a certain quantity to fill into a bank according to this agreement, if he had to take out 60,000 yards for ballast, and there is only 50,000 required for the bank, I should consider that he had fulfilled his contract if he put in only 50,000; that is, if he made the bank.
2646. You saw this stone that was taken out of the cutting; is it such stone as would stand the action of the air if it were used for the ballasting? No, it did not strike me as being good ballast.
2647. In fact, I suppose you are quite under the impression that it would not stand the action of the air? I do not think the engineer would allow it to be used for ballast; indeed I am pretty certain he would not.
2648. Do you think it would decompose? I think it would.
2649. Then, in fact, the Government would not be doing justice to the country to allow it to be used as ballast? No, but ²⁶that is a trifling matter; I do not suppose the whole question ²⁶is one of £40.
2650. I have heard that question asked many times in the House, of every witness, and I never heard till now that it was not likely to suit as ballast? I think, if I understand you, you allude to a hard stone.
2651. I do not know, I never was on the line, but I gather from what you state to-night that there is a certain quantity of stone taken out of cutting intended by Mr. Rhodes to be used for ballasting, and a complaint has been made by him of the Government engineer for not allowing him to use it for ballasting? If you will allow me, that is not the complaint; the complaint is this,—Mr. Rhodes has taken out this material, and because he has not put it into the bank according to the disposal-sheet, although he has got it out of the cutting, the Government refuse to pay him for it as excavation from cutting; but it is a trifling matter.
2652. Then the refusal is not in consequence of Mr. Rhodes' intention to use it for ballasting? No.
2653. *By Mr. Parkes*: There are two disputes are there not,—the first the refusal to allow Mr. Rhodes to use it as ballasting, and the second as to his not being paid for it for taking it out of cutting? If the honorable gentleman alludes to the heap that I saw, I do not think Mr. Rhodes would wish to use it as ballasting.
2654. *By Mr. Byrnes*: Admitting that you are correct, would the Government be right to allow that same material to be used for ballasting upon the line? If the material were good they would.
2655. Do you believe it is good—this material which you saw taken out as rock? It was only a small lot of it I saw. They had not saved it with care. A portion of it—perhaps three-fourths—would make good ballast, but the workmen had allowed clay and soil to be mixed with it. That certainly injured the sample.
2656. Is it not the fact that all that kind of stone decomposes when exposed to the action of the atmosphere? Yes.
2657. You know of no reason why this should not decompose in the same way? No.
2658. Have you had an opportunity of examining any viaducts along the Western Line? No.
2659. What would be about the greatest weight that could be brought upon a viaduct of that kind (*referring to the model*) at a time, under ordinary circumstances, with the working of the train? I should say from three quarters of a ton to a ton per foot run with an ordinary train.
2660. What weight do you think there would be in an extraordinary train, where there were two engines working, and both brought to operate upon a viaduct of that kind at the same time. You have seen the engines in use in this Colony? Yes.

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2661. Taking into consideration that two of these were being worked together upon the line with a heavy train? Not more than a ton or twenty-five cwt. per foot run. I am not able to state exactly, as I do not know the weight of the engines.

2662. If you saw two engines in that way, with a train such as I speak of, working upon a viaduct of that kind, there was nothing like vibration in it, and the deflection was very little indeed between the piles, you would not apprehend there was any particular danger to the public? None.

2663. Do you consider that in the plan adopted in the construction of that there is sufficient science observed to give strength to it? Yes; I think with the exception of the connection between the corbels and the cap, the construction is very good.

2664. Are you aware in what way the corbel is connected with the cap? Yes, by an inch and a quarter bolt.

2665. A diagonal bolt? No, vertical.

2666. Are you aware in what way the corbel is attached to the head of the pile? The corbel is attached to the head of the pile ^{to} the cap.

2667. Are you aware in what way it is attached to the cross piece here (*referring to the model*) the cap? In the way I tell you, by one bolt passing from this girder down to the pile.

2668. Is it a jagged bolt? No.

2669. What kind of bolt is it? An inch and a quarter bolt; an ordinary straight bolt; a spike.

2670. Is there a nut let into the upright? No, it is a spike.

2671. *By Mr. Parkes*: A large nail? It would be a very large nail.

2672. Is it like a nail? It is a nail on a very large scale.

2673. *By Mr. Byrnes*: Then I suppose it has a nut on the top? No, it is simply driven in; it is impossible to put it in any other way; you could not put a bolt into a nut there.

2674. You have stated that you never saw temporary rails composed of wood, and a piece of bar iron on the top, used throughout Great Britain? Never.

2675. You told Mr. Parkes, I think, that you had heard or seen that it was the case here? I have seen it used here.

2676. Is the wear and tear very great upon rails used for temporary purposes? No.

2677. It is not? No.

2678. You think that ten per cent. for the use of them affords ample remuneration? I think five per cent. for the use of them would afford ample remuneration.

2679. What proportion would the construction of temporary rails of wood, covered by iron bars, bear to this ten per cent.? Really I do not know, I never made a rail of that sort. I do not know how they are made.

2680. *By Mr. Parkes*: Did you even see any? I fancy I saw them on the Western Line.

2681. In England? Never.

2682. *By Mr. Byrnes*: I suppose that in England, in very many instances, large contractors have a very large quantity of second-hand rails, which they are in the habit of using for temporary purposes? Large contractors do get a large stock.

2683. For instance, Sir Morton Peto and Company? Yes, we have a large quantity of rails.

2684. Rails unfit for permanent way, which I suppose are generally used for temporary purposes? I dare say they have.

2685. Upon lines you have been superintending for the contractor, or when you have acted as engineer, has that not been the case to a large extent? No, I never had a temporary rail in my life, and I have never seen one on any railway ^{in my life} ~~temporary rails~~.

** an which I
have been en-
gaged.

** used any.

2686. What I mean is, rails not fit for the permanent way, and used as temporary rails? I never ^{saw any} used.

2687. I thought you said just now you had seen them used by Peto and Company? I say I daresay Messrs. Peto and Company have a large stock of rails, but I did not say they have used them.

2688. You have stated to-night, and I think very properly too, that there would be a very great difference between the expense of a brick and of a wooden viaduct? Yes, more than double.

2689. In constructing a brick viaduct in some of the watercourses of this country, would there not, unless you could find rock very near the surface, be great risk of the brick piers being displaced and washed away during heavy floods? No. I have constructed brick bridges in Holland 25 and 30 feet down to the foundation.

2690. Supposing you do not go down that depth? You would not go down that depth to a foundation here.

2691. In what way is the foundation prepared? You first drive piles, on the top of the piles you make a platform, and then you lay the brickwork.

2692. Where you do not take that precaution, but simply construct a platform upon the bottom, either of clay or sand, or something of that kind, if the water were to come down in great force, is it not likely the bridge would give way? I should think it was exceedingly likely.

2693. Are you aware that in nearly all the creeks and watercourses of this country the stream is very rapid in times of flood? I believe it is.

2694. Are you aware that the beds of the creeks, and of various watercourses, very often shift? I do not understand your question.

2695. Are you not aware that the creeks often change their course —? That the channel changes? Oh, yes.

2696. In such cases would it not be almost certain that a brick structure would give way? No; I do not admit that at all.

2697.

2697. If not built upon piles? If not built upon piles no doubt.
2698. *By Mr. Robertson*: With regard to the bridge to which you have been referring is not the corbel coggled and tenoned into the head stock? On to the head stock.
269. You have said that the spikes are plain—are they not jagged? I think not, but I am not certain on that point; it is possible I may have made a mistake.
2700. You are not sure they are not jagged? No.
2701. Are they not four feet long? Yes, four feet six.
2702. And an inch and a quarter in diameter? Yes.
2703. Do you call that a nail? No, I do not.
2704. *By Mr. Parkes*: What difference would the reduction in the prices upon the schedule of prices sent home to London make in the value of your contract? On the Northern Line it will make nearly £10,000.
2705. Is it usual, as far as your personal experience goes in similar works, to charge the contractor for travelling on the railway already in construction, and for removing his material? It is not usual to charge him for travelling upon the railway, but it is usual to charge the cost of the locomotive for the conveyance of the material, that is, the working expenses of the line.
2706. That is, some special arrangement is made with the contractor employed in the extension of a railway, for travelling on that part which is open for traffic, at a price just covering the cost? Yes.
2707. Is that generally the case? Yes; I have never known it otherwise.
2708. Is it the case with you and Mr. Rhodes? No; we are charged the full rates.
2709. To what extent are you permitted yourself to travel on the road? I have a pass, and Mr. Rhodes has one; but that is not a very important matter.
2710. Do you pay for persons in your employ? Yes.
- Mr. Robertson*: Of course.
2711. The honorable member says "of course,"—is it a matter of course—do you pay in similar cases of contract in England? No.
2712. What is the general practice in carrying out works of this kind in England? To issue passes to all the engineers and inspectors engaged upon the works.
2713. *By Mr. Robertson*: Will you kindly answer me whether , or any other country, or anywhere else, it is not usual the contractor shall have the amount of accommodation on the line agreed to, whatever that may be? I have never known an instance of an agreement being made on any line, but I have always seen that we have been charged just the working expenses.
2714. But where an agreement has been made as to the amount of accommodation to be given to a contractor there is no injustice in insisting upon that agreement? But in this case I say the agreement has not been made.
2715. What I want to know is where an agreement has been made? If you make a special agreement that he is to pay carriage, of course there is no injustice.
2716. You say that, having reference to the schedule, the amount you will lose by the change of prices will be £10,000—will you kindly say what you mean by that? I will. In the first place, I believe we shall have about 508,000 yards of excavation from cutting —.
2717. If you will permit me —? I am going to give the details.
2718. If you will permit me, I would ask what schedule you refer to? I allude to the schedule you offered to Mr. Gabrielli.
2719. Which schedule? The schedule that went to England.
2720. You are aware that several went to England—which do you refer to? I refer to your engineer's schedule.
2721. Which schedule? Only one went to England.
2722. There were several went to England? Not several of your engineer's.
2723. Yes? Then it is the schedule mentioned in the Gabrielli contract—the provisional contract.
2724. Then will you kindly say what the schedule mentioned in the contemplated contract with Mr. Gabrielli has to do with the contract with Mr. Rhodes? It ought to have a great deal to do with it.
2725. What has a proposition made a year before, or something like that, for a contract with Mr. Gabrielli, and which Mr. Gabrielli refused to sign, to do with a contract made with Mr. Rhodes subsequently, which Mr. Rhodes did sign? I gave an answer to that question I think to Mr. Parkes.
2726. What answer do you give me? I do not understand your question.
2727. I will make you understand. Will you kindly tell me what the contract which the Government of this country would have been willing to have given to Mr. Gabrielli, but which Mr. Gabrielli declined to enter into, has to do with the contract made many months after with Mr. Rhodes, and which was signed by him—what these things have to do with each other—what connection they have? I think you so arranged matters that they had not much connection.
2728. They had no connection in fact? I think you arranged it in that way.
2729. I think you will admit that you have given some attention to this matter? I have.
2730. I think you will admit that the Government offered certain terms to Mr. Gabrielli, and that Mr. Gabrielli was not in a position to accept those terms—I suppose that you will admit that he did not accept them before he went to England? Yes.
2731. I think you will admit that the Government, in this state of circumstances, and still being desirous of negotiating with Messrs. Peto and Company, sent home in the same ship in which Mr. Gabrielli went, if not in his custody, a letter stating that they would have been willing at the time to have entered into this agreement, the terms on which they dealt with

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Mr. Gibbons, and another schedule of prices, being three; that these were sent home as clearly indicating that the Government were not bound by any of them, but as shewing merely the kind of agreement the Government were willing to make under the then state of circumstances in each case—I think you will admit that? No, I do not at all.

2732. Then you will admit this, that when Mr. Rhodes arrived in this Colony, having a power of attorney from Sir Morton Peto and Company, he agreed to these terms? I am led to believe that, to induce Mr. Rhodes to undertake these lines, he was promised extraordinary facilities; that, in fact, he should be engineer and contractor, and execute the works—

2733. It is not what you have been led to believe—that is not my question—I ask what was the fact, did Mr. Rhodes agree to certain terms of an entirely different character to those which had been offered to Mr. Gabrielli? Unfortunately he did.

2734. Are you aware, is it within your knowledge, that the Government, on the day that Mr. Gabrielli left this Colony, when Mr. Gabrielli was in the Colonial Secretary's Office, proposed that he should be called in in order to say fairly and honestly what was the intention of sending home the schedules? I was not present, but I can tell you what Mr. Gabrielli told me in London, that we had only to come over here and accept or refuse these terms. Besides, Messrs. Peto would not have sent out agents and plant at the expense of £15,000 or £20,000 on speculation.

2735. I do not think you have answered my question—are you not aware that at the time this matter was under discussion with Mr. Rhodes, Mr. Gabrielli was in the ante-room? I am not aware.

2736. Have you not heard it from Mr. Rhodes? No.

2737. Are you aware that under the Railway Act no special agreement can be made for carriage? I am not aware.

2738. Have you not read the Act of Parliament on these matters? No.

2739. *By Mr. Parkes*: Have you read many Acts of Parliament? I have not read one yet.

2740. *By Mr. Robertson*: Do you say there is no such Act of Parliament that would prevent your being carried at lower rates than other people? No.

If you do not know whether there is or not, I can inform you that there is.

2741. *By Mr. Parkes*: Did you ever know any agreement of this kind to be made for charging a contractor for the passage of all his workpeople on the railway? No; I never knew an agreement of this kind.

2742. *By Mr. Dickson*: Do they travel free? The inspectors and engineers, not the workpeople.

2743. *By Mr. Parkes*: The engineer and staff, I do not mean the workmen? The engineer and staff generally go free.

2744. Where you have been engaged in other cases, have you to treat with Government or with companies? With companies.

2745. In all cases? In every case.

2746. In foreign countries as well as in England? Yes.

2747. Railways generally all over the world are carried on by companies? Yes.

2748. Did you ever know the business to be conducted in the same manner as it has been conducted by Government in this country? I do not wish to answer that question.

2749. I do not see any reason why you should not answer it; it is not a matter of private interest between you and your principals? Well, I never have seen it conducted a similar way.

2750. Could you describe, definitely and clearly, what is your contract with the Government—is it in any tangible form in which it could be conveyed to persons unacquainted with the circumstances? I think so; I perfectly understand it.

2751. Did you ever hold before a contract that consisted of the same kind of vague instruments? I think the letter is sufficient to form any contract.

2752. *By Mr. Robertson*: My question has reference to a question of the Honorable Member; you have stated that you have not known in the Mother or in any other Country, railway employees to be charged for their travelling on a line on which they were employed? Yes.

2753. Will you kindly state whether you mean the travelling on the line formed by the contractor, or do you mean that if a line of railway was formed of a hundred miles in length, and another contractor came in to construct fifty miles of new line, he would be allowed to travel over the hundred miles of railway already made for nothing? No, I do not mean to say that, but he would get a pass for the length of line on which he was engaged.

2754. Have you or Mr. Rhodes constructed any lines? I have, a good many.

2755. Have you completed any lines in this country? No.

2756. Then have you any real complaint on this head? I have no complaint, and I make no complaint.

Because, from the manner of your answer before, we might be led to suppose that, according to the practice in the Mother and other Countries, if you had the construction of an extension line, that gave you a right to travel upon the whole line. You mean that you have only a right to travel on your own extension, and I think that will be admitted by all.

2757. *By Mr. Dickson*: I understood you to say that the difference between the rates mentioned in the schedule sent Home and the rates of the present contract would be to Messrs. Peto and Company, something like £10,000? Nearly £10,000.

2758. Do you believe that the rate at which the works of the Northern Extension are carried will be attended with loss to Messrs. Peto? I believe it will.

2759. Are you aware that other contractors have offered to take these extensions on the same scale as Messrs. Peto and Company are now receiving for them? Do you allude to the tender that was sent in before we came? Mr. Randle's?

2760. Do you know that contractors are willing to take the contract off Mr. Rhodes' hands? I am speaking of the Northern Line; I know nothing of Mr. Rhodes.

2761.

2761. You think at the present rate the construction of the Northern Line will not pay Messrs. Peto and Company—will they actually lose? I believe there will be no profit.
2762. Will there be a loss? Perhaps not; but the profit will be merely nominal.
2763. There will be a profit? No; I will not say so.
2764. This £10,000 would have supplemented whatever profit there might have been? Yes.
2765. You know the Northern Line at the part where it crosses the main road at Maitland? Yes.
2766. Are you aware of the height of the embankment at that line? No.
2767. Are you aware that it is several feet below the highest flood level? I have understood it was below the level.
2768. Do you think that a proper way of constructing a railway? It is a difficult matter to decide a point of that kind in cases of extraordinary floods.
2769. Is it your opinion that, should a flood occur, that would be carried away? Before answering that question, I should want to know the material of the embankment; if it is sand, I should say it would be carried away if a flood were to rise five or six feet over it.
2770. I understood you to say that there had been several points of dispute between you and the Government, but that now only one exists? We have had three or four; I think we never had more.
2771. Have you reason to believe that by arbitration or by arrangement the Government will meet you on this one point? I hope so.
2772. They have not refused to consider the matter? Yes, they have; I have understood they have refused to submit to arbitration in any case.
2773. You consider that the Government acted unjustly towards you in not accepting your tender for the fencing? I think so.
2774. That is one of the disgraceful acts you have spoken of? I do not call it a disgraceful act exactly.
2775. I understood you to say the Government had acted disgracefully towards you—(*an Honorable Member*: dishonorably)—dishonorably towards you? Yes, dishonorably.
2776. Would you consider it reasonable for the Government to accept a tender some 25 per cent. above what others tendered for the same work? It is not 25 per cent. above; it is not more than 10 per cent.
2777. If it has been taken at 8s. and your tender was 10s., I imagine it is 25 per cent? They have not let the whole of it for 8s.
2778. Call it 10 per cent.—do you think the Government would be justified in doing that, seeing that they were responsible to their superiors? I think so.
2779. *By Mr. Windeyer*: You know a bridge over Stoney Creek, on the Northern Line? Yes.
2780. You know the old bridge over the roadway which was washed away by the flood, and of which some portions remain? Yes, I think so.
2781. Do you know whether the white ant was very much in that bridge? I have understood they were.
2782. Do you know whether they have got into the new railway bridge at all? I do not know. I know they took precautions to prevent it.
2783. This old bridge where the white ants were in such quantities was immediately under the new railway bridge? Some 40 or 50 yards away.
2784. The railway bridge goes over the road of which this old bridge forms part? Over the same road, but still the railway bridge is some 40 or 50 yards further up.
2785. At the place the other day I was informed they were destroying this bridge because they found that the white ant was in the railway bridge? I understood that the white ant was in the old bridge, and that the railway authorities had taken precautions to protect the new bridge.
2786. Do you mean by way of tarring? Yes.
2787. Would that preserve these bridges from the white ant? I believe that is generally admitted in the Colony.
2788. *By Mr. Robertson*: Is it not the fact that there has never been a railway bridge attacked by the white ant, either from the running of the trains over it, or from some other cause? ———
2789. *By Mr. Windeyer*: Do you consider it to be the duty of an engineer having charge of the construction of such works as these, to find out at first whether the places where he proposes to erect certain works are suitable for the kind of works designed? Of course it forms a part of his duty, decidedly.
2790. It ought not to be left to the contractor to find out whether the place is adapted to the work designed—it ought to be found out by the superintending engineer? Yes, it ought to be seen and ascertained by the engineer.
2791. Before the plans are given over to the contractor to carry out? Yes; but in all contracts you will find alterations; it is impossible to design a contract entirely without alteration.
2792. Do you think it is a proper way to conduct such concerns as these, that the engineer having the designing of these works should design the works without knowing whether the place is suitable for them? I should think the engineer would not design a thing of that sort without knowing the place where it was to be erected.
2793. You think it would be his duty to find out first whether the place where he proposed to erect the work was suitable for such an erection? Yes.
2794. Do you think it shows a careful or efficient discharge of the duties of such an office, when a pile bridge is directed to be made in a place where there are only three feet of earth before the piles come to the rock? Yes, there is no objection to that if you use a pile bridge.

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2795. Do I understand you to say there is no objection to driving a pile where there are only three feet of holding ground? I should not drive piles where there were only three feet of holding ground; I should excavate it down to the rock and put in a cill; and that is the plan adopted here; I received instructions a fortnight or three weeks back for a work of the kind.

2796. Are you aware of a bridge on the Western Extension where there are only three feet of holding ground, and where no cill has been put down? I have understood that there are something like five or six feet, or seven feet of earth at the bridge you allude to.

2797. Do you think such a construction is safe where there are only five feet of holding ground, without a cill, with a waterway likely to make a scour? It depends upon the material; if it is a very hard material, I should think five feet quite little enough.

2798. Supposing it is only three feet, do you think that safe? No, five feet would be the minimum.

2799. Do you think it would shew a competent and proper discharge of the duties of an engineering officer, when he proposed to erect such a bridge without putting a cill upon the rock? No engineer would be able to tell; he could not go and bore for every pile. He would make a design for the bridge, it would be ascertained in driving, and he would alter the plan accordingly.

2800. Do I understand you to say that the work would be thrown on one side, and recommenced on a different plan? The work is not thrown on one side, because, perhaps, in such a case as you mention, he would only have to put cills under two tiers of piles. I have a similar case in a bridge I am building at Jump-up; we have driven some of the piles fifteen feet, but just in the bed of the river we found there were only 2 ft. 6 in. or 3 ft. down to the rock, and I got an order from the engineer to put in cills, and have erected the bridge in that way. The only alteration is, that there are two cills under two tiers of piles. These trifling alterations will always occur in contracts. It is impossible to avoid them.

2801. Where no preliminary inquiries of the kind are made at all, it is only a matter of chance whether the alteration is a large or a small one? It would be a very expensive thing to go and bore for every pile.

2802. Ought it not to be known in some degree whether the proposed erection is suitable for the place? It can only be known by boring, and, as I have said, it is too expensive to bore for every pile.

2803. Are not some general measures usually taken to find out whether bridges are suitable for the places where they are proposed to be erected? Yes, it is usual to do that.

2804. And it would not show a competent knowledge, or an efficient discharge of an engineer's duties, if he did not take such steps? The case brought forward would be no proof that that care has not been taken.

2805. I understood you to say it would not shew care or a competent knowledge of the duties of such an office for an engineer to erect a bridge without finding out whether the design was suitable to the place where it was proposed to be erected? He would find that out.

2806. Your assuming that he would find it out shews that if he did not he would neglect his duty? No.

2807. Does it not shew that if he does not he neglects the general duties of his office—what is generally done by such persons? No; because he might design a bridge, and eight tiers of piles out of nine might be driven on deep ground and the ninth come on rock. It would be a great chance if he hit on the position of the ninth tier in his experiments.

2808. Supposing that a whole bridge turned out so rickety that it vibrated visibly, would you think, with regard to such a bridge, that suitable precaution had been taken to find out whether the place was suitable for the proposed erection? Before answering the question I must know the design of the bridge. Unless I know that I should not know whether it was the fault of the foundations or the fault of the superstructure.

2809. I am sorry to see that you have such persons to deal with that you do not like to give evidence against them? No, I have no fear on that score.

2810. *By Mr. Byrnes*: Will you state what you meant, in answer to Mr. Parkes' question, when you stated that the railway was conducted in this Colony differently to what it was in England? I think that was not the question.

Mr. Parkes: My question was this—Whether, in his contracts with railway companies in England, the business of the contracts was ever conducted in the manner in which it is conducted here.

2811. *By Mr. Byrnes*: Will you state to the Committee what you mean? I do not quite understand what you wish me to state. In what way they have been managed differently?

2812. Yes, in what way they have been managed differently here to what they are in England? In the agreement.

2813. *By Mr. Parkes*: Have you ever met with so much difficulty in carrying out a contract? Never.

2814. *By Mr. Byrnes*: Does it come within your knowledge, at any period of your connection with railways, that, after contracts are made with either Companies or Governments, the contractors decline to proceed with the works unless the suggestions they have made themselves are adopted by the Company or by the Government? That is not the general way of managing in a case of the sort. I should myself protest against a work if I considered it wrong in plan, and having done that, I should consider that I had done my duty both to my employers and to the Company.

2815. Have you any recollection of an instance where there has been a dispute between the contractor and the proprietors of the railway, and where he has not proceeded with the work simply because the proprietors would not adopt his suggestions, in which he has had the pleasure of having his case brought before Parliament? I am very happy to say I do not remember a case; but we have never been similarly situated.

- 2816. *By Mr. Parkes*: You never remember a case where there was any cause? No.
- 2817. *By Mr. Byrnes*: You never remember an instance in England, in all your experience of railways, in which the same course was adopted as has been adopted in this case—the contractor, after making his bargain for his work, dictating to his employers the way in which the work shall be done, and then because his suggestions were not followed, having the pleasure of figuring before Parliament? I think I must decline answering that question.
- 2818. Have you had an opportunity of knowing, since you came to the Colony, anything of the durability of our ironbark timber? No.
- 2819. And what is your opinion of the value of ironbark timber for such a structure as that (*the model*), or for viaducts generally? Well, if it will last as long as is stated by the Engineer-in-Chief, I should say, that for timber bridges, it is about the best material you can use—supposing it to last 40 or 50 years; but I have had no experience of it at all.
- 2820. In England, where viaducts are constructed of wood, it is usual to pay considerable attention to them in keeping them painted and protected from the weather? Yes.
- 2821. And in this Colony it is equally necessary? Quite so.
- 2822. Have you any knowledge what part of a timber structure of that build is likely to go first? I should suppose the piles.
- 2823. What part of the piles? Near to the ground.
- 2824. Just about the surface? Yes.
- 2825. Is there any mode in which you think that part could be preserved from decay, or the action of the weather? Charring is the plan we adopt.
- 2826. That is known to be a preservative against rot from damp? Yes.
- 2827. And, in this case, you consider that, if care is taken, these timber viaducts will last 40 or 50 years? No; I said that the engineer states it. I do not state that they would last 40 or 50 years. I have had no experience of this timber.
- 2828. In the event of the timber being prevented from rotting in the way you suggest, how long do you think it will last? I can form no idea.
- 2829. Did you ever hear of a piece of ironbark timber being used in the construction of a common viaduct in this colony, and being taken out sound after 40 or 50 years? I was shewn, some time back, by the engineer, a piece of wood which he stated had been used as a covering for a culvert some 40 years.
- 2830. What engineer was that? Mr. Whitton.
- 2831. Did he tell you where it was taken from? I think he did.
- 2832. Was it the neighborhood of Parramatta? Yes.
- 2833. I saw it taken out myself, and I know it was in use about 40 years? Indeed.
- 2834. What timber are the bridges constructed of in the Northern District? Ironbark.
- 2835. Do you know if the timber is grown on low land or high land? I think it is generally grown on high land.
- 2836. And the fencing, I suppose, is constructed of the same material? Yes.
- 2837. I was going to ask you a question about the contract—about its paying—my friend, Mr. Dickson, asked the question, and you said you thought it would not pay, nor do you know any person in the Colony that would take it off your hands? No.
- 2838. If you wish to part with it I can introduce you to an individual who will take it off your hands? I shall be very happy to see him to-morrow, if you will introduce him.
- 2839. From such experience as you have had of the timber here, do you think the timber here is better than the timber used for the same purposes in England? It is.
- 2840. How many years are viaducts expected to last in England? From ten to twelve years.
- 2841. They are generally of Baltic timber? Yes.

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FRIDAY, 18 MAY, 1860.

Charles Fowler, Esq., again called in and further examined:—

- 2842. *By Mr. Parkes*: Since you were examined at the Bar some few weeks ago, you have been present, I believe, and heard the evidence of other gentlemen who have been examined? Some of them; two other gentlemen I have heard since then.
- 2843. Some evidence has been given affecting your statements in some particulars respecting which you now wish to offer some explanation? Yes, there are two or three matters. A question was asked by the Minister for Public Works of myself, and another was asked by Mr. Willcox, and the answers appear, I may say, almost diametrically opposed. I mentioned to Mr. Willcox afterwards what answers he had given, and called certain facts to his mind, and he admitted at once that he had given an inadvertent answer, and regretted that he had given it. I also mentioned the matter to Mr. Rhodes, and he appeared to agree with me that the answer I had given was the correct one.
- 2844. In relation to what? To the answer to question 2443 in Mr. Willcox's evidence. It is not material to the subject, but I should very much regret if I so far forgot myself—
- 2845. You wish to explain more fully the statement that has been made by other witnesses as to your being employed by Sir Morton Peto's agent? Yes.
- 2846. Will you be good enough to explain what you mean? I have not been consulted

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C. Fowler, much by Mr. Willcox; but I called certain matters to his mind, and he admitted that he was scarcely justified in giving the answer he had done.

2847. You have been professionally consulted sometimes by Mr. Willcox? Just so. I appealed to Mr. Rhodes, and he seemed to think the answer was a proper one.

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2848. It has been stated at the bar by the Engineer-in-Chief, I think, that you did apply to the Government for employment? By Captain Martindale, the Commissioner, not by the Engineer-in-Chief.

2849. That statement appears directly at variance with your own evidence? Just so. My opinion is, and so is Mr. Rhodes', to whom I have since named the matter to call to his mind what took place—his opinion is that the statement made by the Commissioner is entirely falsely colored, so much so that his opinion is that it is an entirely false statement.

2850. Will you explain exactly what took place in the matter in which you complain of being misrepresented? What took place as far as I recollect was this:—Mr. Rhodes came to me as I stated before in my evidence. I did not then state the conversation that took place, but I recollect it perfectly well. He stated certain reasons why he wished me to assist the department; one was that they had no one to make the plans, and that if I did not assist them they would not have them ready in three months. He said he did not believe they understood their business, and that there was not an engineer in the lot. I believe those were his very words. I said, "Have you so soon formed that opinion of them?" I said, "I have no objection to assist them, even if I did not receive one single farthing compensation, provided it could be done pleasantly, but you are aware that Captain Martindale, who is at the head of the department, is a Royal Engineer." I recollect the conversation well; and I said, "I would as soon be dictated to," I believe I said, "by a dancing master as by a Royal Engineer, and, therefore, it would be objectionable to me to do it; still I do not mind giving you my assistance so far as that goes." That was the sum and substance of what took place. Afterwards Mr. Rhodes persuaded me to offer to assist them, but I never agreed to assist them for more than a few months. I made that statement to Captain Martindale, that I did not consider I should be at liberty after a few months. Mr. Rhodes proposed it to oblige the department; he was on good terms at that time,—they had neither snubbed nor insulted him, nor charged his rock as earthwork, nor abused him in any way; and I believe Mr. Rhodes did it more out of consideration for the department than for any other reason.

2851. Have you read the evidence of Captain Martindale, from question 2118 to 2127? I have.

2852. That refers to you? That refers to me. Perhaps it is desirable to the House that I should state what took place. There is a remark with regard to Mr. Want, the solicitor,—a gentleman well known here; and also a farther remark of Captain Martindale, "I could be a party to no course that required concealment." In conversation with Mr. Rhodes I offered to undertake to settle the matters of dispute between him and the railway authorities; I shewed him that there were very few questions between them, and that where people were desirous to act honestly and understood their business they could easily come to an arrangement. Mr. Rhodes said, "I will not stand in the way, go and settle it." I understood that Captain Martindale was the proper person to settle the matter with; and after writing a note to Captain Martindale, requesting an interview, I received a reply, and saw Captain Martindale. At the first interview with him we had some conversation, in which I stated that the matter in dispute between the department and Mr. Rhodes might easily be settled, and that the conduct of all parties concerned was unseemly and discreditable, as well as a loss to the Colony; and I felt sure that by each party giving way a little the matter could be easily arranged. I took the conversation down at the time. We had not got far in the conversation before Mr. Secretary Eagar sent for Captain Martindale. I asked to see the bond and contract tendered to Mr. Rhodes for signature; Captain Martindale's reply was, that Mr. Want had the bond and contract. I offered to settle this matter—not as a partizan of Mr. Rhodes, but more, as I thought, to make peace on both sides. I thought it not desirable in an attempt to settle the matter peaceably to have the intervention of lawyers—that they were only the *dernier resort*. The scrap of paper I sent to Captain Martindale, when he was in the next room, was about the size of a gentleman's card; it was written off hand; just such a scrap as a gentleman would send in to say he was waiting; it was not a letter, and would not be looked upon as a letter. I may state that it was mentioned by myself once, and at my request by Captain Martindale once, before we commenced the conversation, that no part of the conversation should be made use of hereafter, provided we did not come to an arrangement; and Captain Martindale, at the end of the conversation, stated at my request to the chief clerk, who was present, that the conversation or anything that had taken place should not be made use of hereafter, inasmuch as we had come to no arrangement; I also stated that to his head clerk. I find, on the first day's interview with Captain Martindale, that in reply to—perhaps I had better read it—in reply to this scrap of paper I had written—"Will you oblige me with the draft form of contract, as I do not wish Mr. Want to know what we are endeavoring to conclude"—I received this long official document (*producing a letter*) in answer to this dirty scrap of paper on which I had merely written a wish to see the form of contract. This long official document addressed to me, "On Her Majesty's Service," talks about concealment, and a whole lot of other matters—

2853. Do you wish to hand that in? I do not know whether it is worth doing so.

2854. Do you wish? No, I do not. I came to the conclusion that no man of business would write a long official document in answer to a scrap of paper like that, in which he would talk of concealment, there being actually nothing to conceal, and that it was useless to attempt to arrange matters with Captain Martindale. When I went to him the second day,

day, I told him that was my opinion ; I found him so unbusiness like, that he had such a total want of knowledge of real business that it was useless —

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Mr. Samuel thought the letter should be handed in, as it had been referred to by the witness.

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(The witness handed in the letter. Vide Appendix.)

So that after four distinct promises—mentioned by myself once at the beginning of the conversation, and once at the end, and once by Captain Martindale at the commencement, and at the end by him to the chief clerk—next day Captain Martindale shews Mr. Want the small scrap of paper, and says, "There is some underhand work going on." This Captain Martindale does after these four promises. He may be an officer, the House will form their own opinion as to whether he is a gentleman or not.

Mr. Black called the attention of the Chairman to the last observation of the witness.

The witness withdrew.

After some discussion the witness was again introduced.

The Chairman: In giving your evidence you will the goodness to refrain from using any expression that may be of an offensive character.

The Witness: I regret if I have made any remark offensive to the House. I did not make any statement, I merely left the House to draw its own conclusion; but even if that be offensive to the House, I beg to apologise.

2855. *By Mr. Parkes:* Is there any other point in your former evidence upon which you wish to offer any explanation? Not of a personal nature. There are one or two matters I omitted to state, as I was called upon unawares, these might have followed upon the questions you asked if I had been prepared.

2856. There is nothing else you desire to state? Not that I am aware.

2857. *By Mr. J. Campbell:* You are a professional engineer? Yes.

2858. Worked on railways at Home? Yes, my evidence stated that.

2859. Did you come out here to work on your own account, or in the employ of Peto and Company? I came out here on my own private account; I did not come out here connected either with Messrs Peto or with the Government. What I came out for, or had in view, is my own private business, upon which I decline to give any information.

2860. Do you know the different weight of timber? Weight?

2861. Yes, what timber will carry? Do you mean what weight a certain piece of timber will bear?

2862. Do you know the difference between what a piece of oak and what a piece of pine will carry? I cannot remember exactly the difference; I cannot keep the particulars in my mind.

2863. Which do you consider the strongest? Oak or pine?

2864. Yes? In the form of a beam, oak will carry the greatest weight, considerably.

2865. As to its durability? Oak is more durable than pine.

2866. Of course you were not acquainted with the woods of this country until you came here? Not till I came here. I knew them by name some of them, and from having read of them; of course I did not know them from observation.

2867. Having seen them now, what is your opinion of them? Take the ironbark.

2868. Or the blue gum? Ironbark is fully fifteen per cent. stronger than teak. In fact I saw some experiments made at Russell's Foundry a week or two back. I have not had the results sent to me since; but, as far as I recollect, ironbark was fifteen per cent. stronger than teak, and teak is considerably stronger than oak.

2869. In making bridges in this country, would you prefer wood piles driven into the earth to brick? Good brickwork is far superior to any timber—the best timber in the world, and the work of the best carpenter.

2870. You prefer brick to wooden piers? Yes, if the work were well done and duly proportioned.

2871. You think piles would not last so long as brick? Certainly not—not so long as good bricks, and good workmanship.

2872. Have you observed the height to which floods rise in this country with heavy rains? I have, carefully.

2873. Do you not think these brick pediments would not be so likely to stand the rush of water as wooden bridges? I should say not. If they are properly designed, properly strengthened, and properly shaped, they will stand just as well as any other structure.

2874. Do you not think large logs of timber coming down with the stream would act as battering rams, and seriously damage any broken parts? No doubt they would, either on brick or timber.

2875. Would it affect brickwork more than timber? If you knock out a piece of brick it may be easily replaced—you can either put in another or plate it, or put protecting guards against it, and still not interfere with the permanence or durability of the brick structure. Unless you take your railway works above flood level, and provide proper and sufficient openings for the passage of floods, and have your works properly designed and constructed of good materials, they will be swept away, as they have been.

2876. In driving piles into the ground, of course, they are attached to the beams,—the superstructure will not stand unless attached to the timber? You mean the longitudinal beams?

2877. Yes, of course; these piles will not go, or cannot move, without the superstructure going with them? The chances are, that if you move the piles the superstructure will give way.

2878. The brickwork may be knocked away, and the superstructure still stand? Such may be the case; I believe there was an instance the other day.

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2879. Have you not seen that work between Liverpool and Campbelltown? I have not, but I believe that was the case; but I do not see that it would be much advantage to a Government, or for a Railway Company, to put up a bridge of such a character as that anything coming in contact with it shall destroy the roadway or superstructure. It is possible that a bridge may be put up inadvertently, or without due consideration, but I do not think it desirable that such should be the case.

2880. You are employed by Mr. Rhodes as an engineer? I am.

2881. And you have given your opinion to him that brick piers are preferable to wooden ones? I am not aware whether I gave an opinion exactly in that form; no doubt, I gave opinions amounting to that.

2882. As regards the size of the culverts,—did you give any opinion to Mr. Rhodes about the size of the culverts? I think the size of the culverts, as to their capacity for discharging water, was Mr. Rhodes' own idea. I believe he drew my attention to it, but I never took means to ascertain whether the size of the culverts was proper or not; but I have done so in the case of the wooden bridges.

2883. When you came to this country, did you ever, through Mr. Whitton, ask to be employed by the Government? No, not in that way.

2884. You never made any application in that way? No, not in that character.

2885. Are you any relation to Mr. Whitton? No; I am a sort of connection,—not a relation.

2886. Do you consider yourself employed by Messrs. Peto, Brassey, and Company, to superintend this work? I am employed by Mr. Rhodes directly, and if you like to look at a private letter from Mr. Brassey to myself, I have not the slightest objection to your doing so. That will fully explain the matter. (*The witness produced a letter.*)

2887. Mr. Rhodes, in employing you, employs you as engineer on the part of Messrs. Peto, Brassey, and Company? Exactly.

2888. You have seen the contracts, I suppose? Yes, I have read all the documents through, from first to last.

2889. You think the contractors have to complain against Government,—what have they to complain of? They have to complain of Government measuring rock, and charging it as earthwork, and at earthwork price, in the certificate. From Menangle to Picton no earthwork has been returned in their certificates, although some thousands of yards have been done; in fact, eight tons of powder have been blown away in that work, for which Government have received some thousand pounds.

2890. Has Mr. Rhodes made use of the stones taken from cutting in any part of the railway? It has all gone into embankment.

2891. Then the stones that have been got out have been of no use? They have not been sold or appropriated by Mr. Rhodes, but have been thrown into the bank.

2892. Government have refused to pay for that part of the work? They have refused to pay for it at 4s. 9d.; they have paid for it at 2s. 7½d.

2893. What would be the difference in the amount, if Government refuse to pay Messrs. Peto and Brassey's claim? Probably there may be 250,000 yards of this. I do not know what it may turn out, but supposing that to be correct that would amount to the small sum of about £25,000 on the question of rock alone; and I consider that what they claim at the bottom of these cuttings is decidedly and unmistakeably rock.

2894. Have Peto and Brassey refused to go to arbitration with reference to this matter? As to going to arbitration they have offered to do anything and everything to settle this matter fairly and honestly. They are willing to do so now, and have offered to go to arbitration; but Government wish to have Government employes as arbitrators, or they will have none.

2895. Are you carrying on the work now and employing as many people as you can? Mr. Rhodes is employing as many people as he can conveniently.

2896. Have you heard him complain that he could get no money from Government to carry on the work with? He complains, of course, that his certificates are deficient, and they must be so if they are charging rock at earthwork price.

2897. In making railroads, which would be the cheapest to the Government, to build brick bridges, or to use wooden viaducts? If you take wooden and brick structures of equal magnitudes, of course, timber will be cheaper at the first cost, but it has generally been found that brick is the cheapest in the end.

2898. That is to be known when we are dead and gone? I do not know that.

2899. Timber will last a hundred years and not many of us will be left by that time? Oak timber in England has lasted many hundred years, but not in railway works.

2900. Then Government in using wood are doing the work on a cheaper scale than they would be if they were to use brick? I do not admit that; you must take a broad view of the question; if built of wood there will be renewals of part of the line which will involve the stoppage of the traffic. Brickwork is looked upon as permanent, but timber can only be regarded as temporary; and I consider brick the cheapest in the end, if good brick, good work, and good mortar are employed.

2901. Would the contractor have a greater interest in the larger or in the smaller expenditure? The contract for brickwork would be a worse contract for the contractor than a contract for wood.

2902. You think the contractor would not make so much by brick as he would by wood? Certainly not.

2903. *By Mr. Arnold:* You state, I think, that Mr. Willcox since giving his evidence here has expressed a wish to modify that evidence in some way? That is so.

2904. In what respect? I believe I have explained it as well as I can. The questions asked

asked by yourself of him and of me were not quite the same, but nearly, and the answers given were diametrically opposite. I say the explanation is this, that after he had given this evidence I called certain matters to Mr. Willcox's mind which he had forgotten; and, I say I had not been employed much by Mr. Willcox, but that what I had stated was correct. I daresay he thought he was right when he was giving that answer; but he admitted to me when I called these matters to his mind, that his answer was inadvertent, and stated that he regretted he had given it.

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2905. That is with regard to questions 2442 to 2444—"Has Mr. Fowler ever been employed professionally by you? No." Yes.

2906. Did Mr. Willcox make this statement to you privately? Yes; I saw him privately about it.

2907. Have you any evidence that Mr. Willcox desires to retract it? No evidence but my own.

2908. You did not think it worth while to write to Mr. Willcox on the subject? Certainly not; because it is so trifling a matter, and it does not affect the question before the Committee.

2909. Did you desire to be examined before this House in order to contradict this statement? Not that in particular.

2910. Was that one of the matters respecting which you desired to be re-examined? No; I thought the other explanation about Captain Martindale's conduct of more importance.

2911. I did not precisely catch what you said, but I understood you to say that some part of Captain Martindale's evidence was absolutely false? I said it was given with such an entire discoloration of what took place as appears to be false.

2912. What is the particular evidence to which you allude—the statement to which you apply the term "false"—question No. 2119 of Captain Martindale's evidence? The statement I gave is the correct one; the statement made by Captain Martindale has an entirely false coloring.

2913. What is the particular statement to which you allude—which you characterise as false? If you read No. 2119 you will see it.

2914. "Mr. Fowler was introduced to me some months ago by Mr. Whitton,"—is that true? I very much doubt whether that is correct.

2915. Is that true or not? It might be, or it might not be.

2916. "Who stated that he desired to be employed in the railway department?" He might state so, I did not.

2917. "Mr. Fowler, I think, brought me a letter of introduction from one of the Ministers,"—is that true? Yes, it was done by Mr. Rhodes; but not at any solicitation of mine.

2918. "I understood Mr. Fowler to wish to be employed as resident engineer on the works for which Mr. Rhodes was contractor,"—is that false? I cannot state exactly that it is false; but I say it gives a false coloring to the matter. If he so understood the thing I cannot say diametrically that it is false; but I say it gives a false coloring.

2919. "I saw very grave objections to my recommending Mr. Fowler's application for the favorable consideration of the Government, and I informed Mr. Fowler that I did see grave objections, and that I was unable to recommend it,"—is that false? I say it gives a false coloring to the matter, for I told Capt. Martindale that I was only at liberty for a few months.

2920. "I had one subsequent interview with Mr. Fowler at his request,"—is that false? That is true.

2921. "He wrote me a note to ask that I would give him an interview on urgent business, and I sent him a verbal reply that I would?" That is about the other matter. I will explain that.

2922. Is there anything in the subsequent part of the answer to which you have alluded, which you characterise as false? Instead of my calling upon him to be employed on the railway, as you read it, I say the thing was done at Mr. Rhodes' request and wish. I say that a false coloring is given to the matter.

2923. I understood you to say that it was an absolutely false statement? I say it is a false coloring, so as almost to amount to a false statement.

2924. Will you characterise any part of Captain Martindale's statement as false, excepting his assertion that you applied for employment in the public service? I do not recollect.

2925. That is the part to which you allude? I say that gives a false coloring to the matter.

2926. Do you deny that you did? Did what?

2927. Do you deny that you applied for employment? At Mr. Rhodes' request and wish, and, as I understood, to oblige him and the department.

2928. You did not wish for employment? I did not want it, certainly.

2929. Did you apply? I do not know whether it could be considered an application or not. How could it be said to be an application, or a wish for employment, when I said I did not care about the salary?

2930. I am asking you a simple question, and I wish for a simple answer—did you apply for employment in the public service? I cannot say I did, in the ordinary sense in which it is understood—certainly not. I wish to be understood to state the thing correctly, and I am sure I would not make a statement even at random to this House, knowingly, still less with untruth. I would not so far forget myself.

2931. Did you apply to Mr. Whitton for employment in the public service? Certainly not.

2932. Not in any capacity whatever? Certainly not.

2933. I need not ask you then whether you applied for employment as resident engineer on this line? No.

2934. You distinctly deny that you ever applied for employment as resident engineer? I think some conversation of that kind took place, but in a very loose, indefinite manner

2935.

- C. Fowler,
Esq.
18 May, 1860.
2935. Did you apply for that employment? I cannot say.
2936. Can you say you did not? I should say the latter was the correct answer, rather than the former.
2937. Do you decline to answer the question? I say it was done in an indefinite, and indistinct manner.
2938. Do I understand you that you did apply, but in an indistinct manner? I cannot say that. I say I did not make a distinct application, or express a distinct wish to be employed.
2939. I presume, whether it was distinct or indistinct, if you did express a wish, such a wish would be understood as an application? I did it more with a view to oblige Mr. Rhodes than anything else, and that was only for a few months, without pay, or any stipulation as to pay.
2940. Then you applied for employment as resident engineer with the intention of obliging Mr. Rhodes? No; I believe it had nothing to do with the resident engineer, for the great object was to get the plans made for Mr. Rhodes, who had a large staff here doing nothing.
2941. I ask you the question on your own statement, that your only object in applying for employment was, to oblige Mr. Rhodes? You said, as resident engineer.
2942. I ask you whether you did apply for employment to oblige —? I will not allow even the Minister for Public Works to take one of my answers to a question, and then to state another question in order to make the answer given apply to it —
2943. Unless you decline to answer the question? What is the question?
2944. Did you apply for employment as resident engineer to Mr. Rhodes' line? I believe not—it is not likely that any engineer would apply for the office of resident engineer for three months.
2945. Are you sure you did not? The whole thing was in such an indistinct manner that I cannot say. I believe that I have given as correct an answer as I could.
2946. If you did apply for employment as resident engineer, was it for the purpose of obliging Mr. Rhodes? No; the purpose of obliging Mr. Rhodes was to get the plans out as soon as possible, so that he could get to work. He wished to oblige the department and to get on with the work.
2947. You were on friendly terms with Mr. Rhodes? He was on friendly terms with the department—How could I be resident engineer when I said I could not engage for more than three months, and this was a thing of many months: two years and a half at least.
2948. *By Mr. Parkes*: When you stated that you offered your services to oblige Mr. Rhodes, did you confine the application of the word "oblige" entirely to the preparation of the plans? Certainly, and to the things that were necessary in order to set Mr. Rhodes to work with his staff, and nothing else. As to being resident engineer, Captain Martindale knows that I was only at liberty for a few months, until I got an answer from home. How could a man be resident engineer for a few months only when the contract was for twenty-six months?
2949. Your offer of your services to prepare plans was made at the instance of Mr. Rhodes? Certainly.
2950. Cannot you recollect whether you ever did or did not make any formal application for permanent employment under Government? I believe not; certainly not.
2951. Surely you remember whether you did or did not? Certainly, I never sent any written application, this was the only transaction.
2952. How long had you been in the Colony when you offered your services in the preparation of plans? I should think ten or twelve months.
2953. When you first arrived did you make any application? No, I came on entirely different business, nothing at all to do with anything of the kind.
2954. Do you state to the Committee that, with the exception of agreeing to offer your services at the instance of Mr. Rhodes, in the preparation of plans—which it was alleged there was a difficulty in preparing, and a delay of the work in consequence—with that exception you made no application? I should say the proper term would be to allow my services to be made use of, and not to offer my services—that would be a correct statement of the matter.
2955. I wish to know whether, apart from the preparation of these plans, you ever made any application? Certainly not.
2956. *By Mr. Arnold*: Is the duty of the resident engineer confined to the preparation of plans? No.
2957. Is it part of his duty to pass or to condemn work done by the contractor? Certainly not. He draws the attention of the Engineer-in-Chief to the work, but the Engineer-in-Chief is the man to decide.
2958. Does the resident engineer in the first instance decide? He cannot decide—he has to refer the matter to his superior.
2959. Does he recommend? He makes his remarks, of course.
2960. If the resident engineer fails to draw the attention of the Engineer-in-Chief to any defective work, would that defective work be discovered by the Engineer-in-Chief? I should think so.
2961. In all cases? An Engineer-in-Chief who understood his work would soon see if there were any defective work.
2962. Would it not be possible to pass it over without seeing it, if it were covered up? I think it would only be so in an extraordinary or exceptional case. I think I could see, from going along a line, whether the work were well done or not.
2963. For instance, in the case of culverts—if a culvert had been constructed badly, and had afterwards been covered over by embankments, would it be likely to attract the attention of the Engineer-in-Chief, unless his attention were called to it by the resident engineer? Yes, I should say he should go up the culvert.

2964. Up a five-feet culvert? Yes.
2965. With a candle in his hand? Certainly. It is a very common thing for an Engineer-in-Chief to do to go up culverts and tunnels also.
2966. May I ask what is the use, then, of a resident engineer at all? To set out all the work required. If there is any question at issue, he is the person to whom the contractor ought to refer; and if the contractor has any complaint against the resident engineer, or the resident engineer has any complaint against the contractor, the matter should then be referred to the Engineer-in-Chief.
2967. Is it not the practice that payments are made on the certificate of the resident engineer? Certainly not; the Engineer-in-Chief settles all matters.
2968. Does the Engineer-in-Chief make the measurements himself? Certainly not.
2969. Does he not take the measurements of the resident engineer? He does his work by a system of checks. He knows all the persons under him, and sees that each does his work accurately.
2970. On whose measurements does the Engineer-in-Chief make payments? On the measurements of the person employed to measure.
2971. Is it not under the immediate supervision of the resident engineer? The measuring, or the work?
2972. The measuring—is he not responsible to the Engineer-in-Chief for the quality and measurement of the work? No doubt, if he is employed he is accountable.
2973. Would it not be in the power of the resident engineer to oblige the contractor? It might be in the power of the resident engineer to oblige the contractor; but he would be as great a scoundrel to oblige the contractor to the injury of the Government—it would be equally as dishonest for him to conspire with the contractor to rob the Government as it would be for the Government to charge rock at the rate of earthwork.
2974. *By Mr. Windeyer:* You say that the difference in the price of this rock, which is allowed only as earthwork, will amount to about £25,000? I cannot say definitely what will be the sum, there is a large amount turning out.
2975. There is a large quantity of this material on the line? Doubtless there is a large quantity, very large.
2976. You state that it is not improbable it will amount to 250,000 yards? It is not improbable.
2977. You are acquainted with the correspondence and the nature of the contract between Messrs. Peto and Co. and the Government? Yes, I have read all the documents—I have read them once all through.
2978. Can you point out to the Committee in what way this misunderstanding has arisen as to rock and earth work? Certainly. I have heard the evidence given, or have read it; and, in the evidence of one witness, it is stated that shale shall be measured as earthwork. Now, there is not one word in the contract about shale. The statement made was that this material in dispute was shale.
2979. I understand you to say that as the contract was adopted by the contractors here there was nothing in it about shale being charged as earthwork? Certainly not in any document that constitutes the contract.
2980. Am I to understand that a certain proposed contract was sent Home to Messrs. Peto with a certain schedule of prices? That was so.
2981. And that in that contract it appeared that shale was to be measured as earthwork? There was a sample specification sent home—it might be or might not be in it. I believe it was sent to Mr. Rhodes after the contract was signed.
2982. I want to find out how this occurred —? I think in a sort of sample specification that was sent home to England to Messrs. Peto and Company the works were described as earthwork.
2983. After Mr. Rhodes came here the contract as to prices was annulled? It was annulled altogether.
2984. And a fresh contract was entered into? Yes.
2985. I want to know whether in the fresh contract entered into this arrangement as to shale being charged as earthwork appeared? Certainly not; the word "shale" was never mentioned.
2986. Then, when the Chief Commissioner and Engineer-in-Chief state that Mr. Rhodes has agreed to this in some written contract they allude to some contract which did exist, but which has since been entirely abolished? Which was intended to exist, but which has never been acted upon—which never really was made a contract.
2987. Then I understand, according to the view you and Mr. Rhodes take of it, that the Government had abandoned the old contract sent to England in certain respects, and insisted upon Mr. Rhodes adhering to it as to shale? Yes, although they annul the specification and offer which was sent to England by Mr. Gabrielli, they say that shale is to be measured as earthwork.
2988. Then, in fact, Mr. Rhodes never undertook by any engagement or written document, or in any other way, to do this shale as earthwork? Certainly not; it is not mentioned in the contract which now exists; it is not mentioned in any specification prepared for these works at the time the contract was taken. Schedule A mentions that the work is to be done in strict accordance with the plans and specifications. What they may have added afterwards Mr. Rhodes cannot acknowledge.
2989. You say this will make a difference of £25,000? Yes; between rock and earthwork. I think the evidence given is that this is shale, and that shale is to be charged as earthwork; I say it is rock, decidedly rock, and returned as earthwork, and that it may probably make a difference of £25,000 to the contractors.

C. Fowler,
Esq.
18 May, 1860.

- C. Fowler,
Esq.
18 May, 1860.
2990. How is Mr. Rhodes paying for the excavation of this material? He is paying considerably more than he is receiving for it.
2991. Is he paying for it as earthwork? He is paying a long price for it.
2992. At all event he is paying more than he would for earthwork? Yes, much more; besides he has other expenses, he has used about eight tons of powder in three months.
2993. *By Mr. Arnold*: Have you any means of knowing the agreement with the Government, except what the correspondence—the printed correspondence—supplies? Do you mean the printed contract or ———?
2994. Have you any means of knowing, except what is contained in the printed correspondence? No, nor did I wish to know from any other source, when it is said that verbal arrangements are not to be acknowledged.
2995. I merely ask the question—have you any means except the correspondence? And other documents shewn to me by Mr. Rhodes. I have seen other documents besides what are here.
2996. I say you gather your information from the printed correspondence? Certainly not; the correspondence had not been printed at the time I gained my information.
2997. That is to say, you gathered your information from the documents which are printed here? Certain abstracts from those documents are printed here.
2998. Had you any means of forming an opinion which other engineers having these documents before them would not have—had you any peculiar means of obtaining information—were you present at any conversation? Conversations are not to be alluded to, they are ignored.
2999. I ask you the question whether you were ever present at any conversation? Certainly not; but conversations do not form a contract.
3000. Is the schedule under which this contract is being carried on altered in any respect from the schedule sent home to England to Messrs. Peto and Company, except as to the modification of the prices? They are both filled in of course on a printed form.
3001. Are they both precisely the same, the one adopted and acted upon, and the one sent home to Peto and Company, except as to the prices? I would rather not give a positive answer off hand. I think they are nearly the same.
3002. You have not observed any difference? I really do not recollect any particular difference. The prices are different; they are reduced.
3003. I will put the question in another way—have you observed any difference between the two? Except the prices?
3004. Yes? I believe, as far as I recollect, they are both a printed form struck off from the same type.
3005. Notwithstanding they are printed forms they might not both be the same? There is some writing in red ink in the one sent home; you may say they are not alike in that respect.
3006. There is great deal of fencing my questions,—cannot you say whether you observed any substantial difference between the two schedules? In what respect do you mean,—as to the work.
3007. In any respect whatever, except as to the prices? I really cannot recollect any particular difference,—but it is so long since.
3008. I do not care about an answer; it is easy to compare them? I should be happy to give an answer if I could.
3009. *By Mr. Lucas*: I understood you to say that you preferred brick piers to a wooden bridge? Yes.
3010. Have you had an opportunity of travelling along the Campbelltown Line since the floods? From Liverpool to Campbelltown I have not.
3011. Have you heard that the brick piers have been completely washed away by the flood, and that the piles remain,—the superstructure merely resting upon the piles? It would not include both brick piers and piles, or it must be a very extraordinary structure.
3012. Have you heard that the brickwork piers were washed away? I have.
3013. And that the piles remain? I do not know what piles they could be to be connected with a brick bridge.
3014. Seeing that that is the case, does it not alter your opinion as to the desirability of having brick piers? Not in the least, if the bridge were properly constructed.
3015. Are you aware that large masses of brickwork of fifty, sixty, or seventy bricks, were cemented together, and lying about, which had been washed off the foundation,—the foundation still remaining, shewing that the workmanship was good,—would that alter your opinion? None whatever. If there had been proper and sufficient waterway, and the bridge properly constructed, it would have stood.
3016. What do you think of that structure? (*Referring to the model.*) I think it is defective in not being strutted. I think a better bridge might be made with the same amount of timber.
3017. It was stated in evidence, the other night, by Mr. Willecox, that the only fault he found with the bridge was that it had not a longitudinal brace? I think he meant a diagonal strut.
3018. I asked him particularly—“do you think a longitudinal brace near the top of the “structure would be beneficial”? Before I could answer the question, I must know what he meant by a longitudinal brace. I think there must have been some misunderstanding. I think he meant merely a strut.
3019. I am now asking you the question,—do you think a longitudinal brace put to that structure, some foot or two from the top, would improve it, merely fastened to the pile by bolts? Not as I understand it from your statement; but I should not like to give that as a reply to the statement made by the witness. Unless I saw a drawing of what he intended

I could not speak to it; he might have meant something entirely different; but as you explain it, I should say decidedly not.

3020. You think a longitudinal brace would be of no benefit? If put near the top.

3021. If it were put halfway down, and were merely bolted to the pile, do you think that would be any benefit? Very little indeed; it would be still square jointed.

3022. What is your opinion of struts? Struts would be a great improvement, doubtless.

3023. Would the struts obstruct the water as much as the longitudinal braces mentioned by Mr. Willcox? Not in that bridge, inasmuch as I think a five-foot culvert would take off all the water at the largest floods, and with all these openings there could be no obstruction.

3024. From your knowledge of structures of this kind, constructed as that bridge is, within what time would it become ricketty? It would depend upon the traffic. Upon the London and Birmingham —

3025. We are talking of the traffic likely to take place on the present structure, and not of the London and Birmingham? That I cannot say; because the present traffic ought to be four times as much as it is at present, if it were managed properly. Therefore I cannot judge of the probable traffic unless you can tell me how the railway is to be managed.

3026. I think this is rather evading the question? I do not wish to evade it.

3027. Taking what you imagine to be the traffic, or what it will be under proper management, how long do you suppose this structure will stand before it will become ricketty? I think it will become ricketty in two or three years, because these jagged spikes are driven into the piles lengthway, and I am sure most Honorable Gentlemen in this House are sufficiently acquainted with colonial timber to know how easily it splits. A number of piles in the work now executed are split.

3028. How would you attach these longitudinal pieces to the corbels? I should put struts in them, with shoes and knees.

3029. How would you secure the struts? With cast-iron shoes, bolted through, and cast-iron sockets where they meet at the top.

3030. I am speaking of fastening the longitudinal beams to the corbels, and to the piles—how would you secure them? There was a far better plan submitted by Mr. Rhodes to the House a few evenings since. (*The witness described the same by reference to the model.*)

C. Fowler,
Esq.
18 May, 1860.

APPENDIX.

Railway Branch,
Department of Internal Communication,
Sydney, 1 March, 1860.

Sir,

In reply to your note of this day's date, just received, in which you say, "Will you oblige me with the draft form of Contract, as I do not wish Mr. Want to know what we are endeavoring to conclude," I have the honor to remind you that, at the interview which I gave you this morning, in compliance with your written request, I informed you, upon your expressing a desire to see the bond and contract to be signed by Sir S. M. Peto & Co.'s agents, that it was in the possession of Mr. Want, to whom I begged to refer you. To that reply I must adhere. I cannot consent to take part in any matter involving concealment.

I must further take exception to your expression, "What we are endeavoring to conclude." In reply to your statement at your interview with me this morning, that you were anxious that the disputes between the Engineer-in-Chief and Mr. Rhodes should be terminated, and that you were desirous to know if I had any course to suggest, I informed you that, in my opinion, the course for Mr. Rhodes to pursue was to sign the usual bond and contract in accordance with his agreement, and to proceed in accordance with its stipulations with the works to be performed under it, carrying them out in compliance with the directions of the Engineer-in-Chief.

I have, &c.,
B. H. MARTINDALE.

C. Fowler, Esq.,
Peto, Brassey, & Betts, Elizabeth-street.

Alexander Rhodes, Esq., called in and further examined:—

3031. *By Mr. Parkes:* Since you were examined at the Bar of this House, have you been present and heard the evidence given by the Commissioner for Internal Communication and the Engineer-in-Chief? Yes.

A. Rhodes,
Esq.
18 May, 1860.

3032. There were some statements made in the evidence of those witnesses at variance with the allegations in your own evidence? Yes.

3033. Will you be kind enough to state, as succinctly and clearly as you can, the different grievances of which you complain? If the Committee will allow me to read it, then it will save time.

The witness proceeded to read a written statement. Mr. Arnold objected. Witness ordered to withdraw. After discussion the Committee decided, on motion of Mr. Faucett, that the witness be allowed to read the statement in question, and hand it in as an Appendix to his evidence. Witness re-introduced, and the remainder of the statement read.

3034. You wish to hand that in to be appended to your evidence. Yes. (*The witness handed in the same. Vide Appendix.*)

3035. Is there anything further that you desire to state to the Committee? No.

3036. *By Mr. John Campbell:* Since you were here last, have you had any correspondence from England on the subject of your disputes with the Government? Yes.

3037. Would you object to read the last letter? That is private.

APPENDIX.

A. Rhodes,
Esq.

18 May, 1860.

1st. I should be provided with 10 miles more rails and chairs.
2nd. To pay me rock price for such excavation as is generally known as rock, and if the Railway Department still dispute the matter, to be settled there and then by arbitration as may be agreed.
3rd. That as I am finding the length of piles, that I be paid monthly for so finding them, or settle the amount for payment.

4th. That the department at once drop the dispute as to the "length of lead," and adopt that agreed with me, viz.—*not to exceed half a mile*, or pay me for extra, as is invariably the case.

5th. That if I am to do the ballasting at 17s. 6d. per lineal yard (which price is, I think, about half the amount the Government are paying to other contractors), I am, as agreed, to have the use of rock, &c., out of cuttings that will serve for ballast, and be paid for my excavation thereof just the same as though it was buried in the embankment. Should any deficiency arise in consequence I will make it good by buying land and taking it into the bank from side cutting at my expense.

6th. As I have been building and will build the bridges according to the plans given to me by Engineer-in-Chief (against which I have already most fully protested), the Government take the responsibility of any after consequences, and so relieve Peto, Brassey, and Betts from any responsibility as to their future security.

7th. That the plan for the Menangle Bridge be furnished at once,—that it be as agreed between me and the Railway Department, an iron girder bridge with brick piers, for the reasons—that, firstly, this style of bridge is the best suited to the locality; secondly, that any other structure made with a view to economy will be no economy, as I am fully entitled to be paid as though it was iron top with brick piers, having agreed to the schedule of prices on this assumption, which I can fully prove and maintain.

Of course I am perfectly willing to construct any bridge the engineer may design, but I must insist upon being indemnified for any loss I may sustain in consequence of the Government having so far failed in keeping this portion of the contract.

If the Government are prepared to offer me any facilities which can be justly considered a set-off for such loss, and which will expedite the works, I will treat with them liberally.

It has been stated before this Committee that I have delayed the works. It must be obvious that for me to do so would be prejudicial to my own interests, as the longer I am in finishing them the less profit I should realise. There would be loss in interest on capital, salaries, rents, and all incidental expenses.

My desire is to finish these extensions as speedily as possible, and so that they may hereafter reflect credit on the contractors; and though I will not sign the bond and contract presented to me for signature by the Government, I am quite willing at any time to sign a bond and contract in accordance with the letters of agreement, and which shall properly provide for the matters I have referred to. Further, that all disputes, when necessary, be referred to the arbitration of any person or persons as may be mutually agreed.

The Committee, I hope, will see the necessity for this last clause, as, after what has transpired, it will be impossible for me to rely solely upon the engineer's impartiality in certifying for the works.

In submitting the foregoing to this Committee, I beg to state that I do so without prejudice to my case, should the Government and I not come to terms thereon.

John Whitton, Esq., Engineer-in-Chief, called in and further examined:—

J. Whitton,
Esq.

18 May, 1860.

3033. *By Mr. Arnold*: Are you aware of any application having been made by Mr Fowler to the Commissioner for Railways, or to any other officer of the Government, for employment on the railway works? Yes, Mr. Fowler applied.

3039. Mr. Fowler applied for employment on the railway works? Yes, he did; to be appointed district engineer between Campbelltown and Picton, on Mr. Rhodes' contract.

3040. You say he applied to be appointed district engineer—is that the same thing as resident engineer? It is resident engineer for the district.

3041. Will you state what are the duties of a district engineer? A district engineer has to superintend the whole of the works in his district, and return measurements fortnightly or monthly to the Engineer-in-Chief for certificates.

3042. Is it on that return the Engineer-in-Chief gives the authority for payments to the contractor? It is. I may state that previous to Mr. Fowler's application for the appointment, Mr. Rhodes called on me to ask if I had any objection to Mr. Fowler's being appointed—about half an hour before Mr. Fowler made his application—and I told Mr. Rhodes that I had the strongest possible objection to any such appointment.

3043. Did Mr. Fowler apply to you to forward his views? Mr. Fowler applied to me to introduce him to Captain Martindale, and said he had brought a letter from one of the Ministers. I told Mr. Fowler at that time that I had neither sufficient confidence in his judgment or ability to recommend any such appointment.

3044. *By Mr. Parkes*: You state that Mr. Fowler applied to be appointed resident engineer on the southern line of railway extension? Yes.

3045. When was that? Perhaps two months after Mr. Rhodes came to the Colony.

3046. That would be about what month? It might be June or July.

3047. In what form did he make the application? The application was made by asking me to introduce him to Captain Martindale; Captain Martindale was engaged at the time; and on my requesting to know what particular business he had with him, he told me he wished to be appointed district engineer between Campbelltown and Picton, on Mr. Rhodes' contract, and he had brought a letter from one of the Ministers for that purpose.

3048. Is that all that took place? It is nearly all, except a few remarks I made to Mr. Fowler at the time about the indecency of the application.

3049. That would hardly be an application, would it? I think it would. If a person came to me and told me he wished to be appointed district engineer, and asked me to introduce him to Captain Martindale for that purpose, I should call it an application.

3050. If he did not make application to you in any form, but merely told you he wished to make application to some one else? He told me of his intention to apply for the appointment, and he must have had a strong impression that unless I recommended him he would not get the appointment.

3051.

3051. You say Mr. Rhodes called upon you previously to state his wish that Mr. Fowler should be appointed? Yes, Mr. Rhodes called about half an hour before Mr. Fowler called.
3052. And you stated to Mr Rhodes that you saw very strong objections to Mr. Fowler's appointment? Yes, I told him I would not recommend it.
3053. Does it not seem evident that if Mr. Fowler sent Mr. Rhodes to feel his way, he would not think of any application after he had this clear intimation of your opinion? I do not say Mr. Fowler sent Mr. Rhodes to feel his way; I simply say, that Mr. Rhodes called on me to ask if I had any objection to Mr. Fowler's appointment half an hour before Mr. Fowler himself called; though I have not the least doubt he did.
3054. After what you said to Mr. Rhodes he would make a very unfavorable report, would he not? I daresay he would.
3055. Is it not rather singular, then, that he should have advised Mr. Fowler to proceed with his application? So many singular things have been done by Mr. Rhodes, that I do not think it at all singular. Mr. Fowler might think it probable that the letter he had from the Minister would over-rule my objections.
3056. Did you know Mr. Rhodes in England? No.
3057. Did you know Mr. Fowler in England? Yes, I did.
3058. Was it not very singular, then, that Mr. Fowler should think Mr. Rhodes would exercise any peculiar influence over you? I believe Mr. Rhodes introduced Mr. Fowler to the Minister, for the purpose of getting a letter from the Minister recommending him for the appointment; and I believe Mr. Rhodes thought that by his influence he could obtain the appointment for Mr. Fowler without my consent.
3059. Is it not a most unusual thing for a contractor on any public work to intercede to get an engineer appointed to superintend his execution of that work—would it not excite suspicion anywhere? It is a most unusual thing, but it is not at all unlikely that Mr. Rhodes would attempt it.
3060. Would he not see at once that it would excite suspicion as to his motives? From what I have seen of Mr. Rhodes, I do not think he would see it in that way.
3061. You say Mr. Fowler had a letter from one of the Ministers? Yes.
3062. What Minister? Mr. Robertson.
3063. Have you got that letter? No. I believe that the letter was nothing more than to the effect that Mr. Fowler had made application for the appointment, and if he was suitable for the purpose, the Minister had no objection.
3064. Can you append a copy of that letter to your evidence? I have not got the letter.
3065. If it is in the department, I presume the Commissioner would make no objection to your doing so? I do not think the Commissioner would.
3066. Will you see then if you can supply a copy? I believe that letter was sought for the other day, but could not be found. It was simply a letter of introduction.
3067. Mr Fowler never made any application by letter? Not by letter.
3068. Did he in direct language ask you to give him employment? No, because he knew I would not give it him if he did.
3069. He never did apply to you either verbally or by letter? No. I have quite sufficient knowledge of his utter want of experience in carrying out works of any kind, to think for a moment of recommending him.
3070. *By Mr. Arnold:* Have you any power of appointment? No.
3071. Then it would be useless to apply to you? He would merely apply to me to recommend him.
3072. Did Mr. Fowler ask your recommendation? No.
3073. He merely asked you to introduce him to Captain Martindale? Yes.
3074. Did you introduce him? I did.
3075. *By Mr. Parkes:* You introduced Mr. Fowler to Captain Martindale on the occasion you allude to? Yes.
3076. Were you present during their interview? No; after I had introduced Mr. Fowler I left the room.
3077. When you introduced him did you recommend Mr. Fowler? No, I did not; I did the reverse. I stated that I could not recommend him.
3078. Do you recollect what you said? I told Captain Martindale I would not recommend Mr. Fowler. In the first place, ~~he was a relative~~ of mine, and that in itself would be quite sufficient to prevent any recommendation from me; in addition to which I knew that Mr. Fowler had had no practical experience of works of any description, and I therefore declined to recommend him.
3079. Were you present and did you hear Mr. Fowler make any direct application to Captain Martindale? No, but there cannot be a shadow of a doubt that he did.
3080. You never heard him make any application to Captain Martindale or any one else for employment? No, except his telling me he wished for employment.
3081. You never heard him in direct terms make application for an appointment? If a man comes to me and says he wishes to be appointed as district engineer, I call that an application.
3082. I ask whether Mr. Fowler made any direct application to you, or whether you were present and heard him make any application to Captain Martindale? No, I did not.
3083. *By Mr. Arnold:* Did you know from Mr. Fowler that it was his intention to make application in the proper quarter for the appointment you mention? Yes.
3084. *By Mr. Windeyer:* Can you tell us what he said? He said he had brought a letter from the Minister for Captain Martindale, and requested me to introduce him.
3085. Was that all? I asked what his particular business was with Captain Martindale, and he said he wished to be appointed as resident engineer on the line between Campbelltown and Picton on Mr. Rhodes' contract.

J. Whitton,
Esq.
18 May, 1860.

- J. Whitton,
Esq.
18 May, 1860.
3086. Anything else? He did not say much more; I did.
 3087. He did not go into further details? No.
 3088. What did you say to him? I told him I would not recommend him for the appointment, but I said I would introduce him to Captain Martindale.
 3089. He never asked you to recommend him, according to your own statement? Yes, he did, or else what was the meaning of his application.
 3090. He never told you what he wanted to see Captain Martindale for till you asked him what was his business with him? He applied to me to be introduced, and told me his business.
 3091. Not till you asked him? He knew he could not get it without my recommendation.
 3092. Did he tell you his business until you asked him? No, he did not.
 3093. *By Mr Robertson*: Do you happen to know that I was Minister of Works at this time, and that this gentleman waited upon me and applied for the appointment? I only know from Mr. Rhodes' statement to me, and the letter that was brought.
 3094. I think you were present at the Colonial Secretary's Office the day that Mr. Gabrielli left the Colony? I was.
 3095. Do you remember my proposing, during some discussion with Mr. Rhodes as to the contract, that Mr. Gabrielli should be called in, in order that he might state what was the intention of sending home these papers? Yes, I do.
 3096. Do you remember what Mr. Rhodes said in reply? Mr. Rhodes said he did not want him.
 3097. You remember that I desired to call in Mr. Gabrielli for the purpose of his explaining the object of sending the papers to England, and that Mr. Rhodes declined to have him in? Yes, I do.

1860.

Legislative Assembly.
NEW SOUTH WALES.

*FURTHER EVIDENCE TAKEN AT THE BAR OF THE ASSEMBLY,
IN COMMITTEE OF THE WHOLE HOUSE,

ON THE

INQUIRY INTO THE CONSTRUCTION AND CHARACTER
OF THE RAILWAY WORKS NOW IN PROGRESS.

* Ordered by the Legislative Assembly to be Printed, 14 June, 1860.

H.

THURSDAY, 14 JUNE, 1860.

Charles Henry Storey, Esq., called in and examined:—

3098. *By Mr. Parkes:* You have been for some years connected with the inspection of railway works, I believe? I have. C. H. Storey,
Esq.

3099. Were you employed in this capacity before you arrived in this Colony? I was.

3100. Will you be kind enough to state to the Committee in what employment you have been—where you have obtained your experience in connection with railway supervision? I was brought up in the office of a London builder of good repute, who was also Surveyor to Her Majesty's Excise. 14 June, 1860.

3101. Who was that? Mr. Herbert. I then entered the Royal Engineers department of the London district, where I served for ten years under Major General Sir Frederic Smith, who gave me a very high testimonial, as well as did Mr. Byham, the Secretary to the Ordnance.

3102. When did you leave this last employment? In the year 1840, I think it was, as near as I can recollect.

3103. Did you then come out to the Colony, or did you fill any other situation in England? No. If you will allow me, I will state the various offices I filled:—I was then specially engaged by Mr. Thomas Jackson—one of the largest London builders and railway contractors—to go to France, to look into the contracts then being offered for the execution of the Great Northern, France. That was a special appointment; and I was afterwards permanently employed by that gentleman for ten years, in assisting him in carrying out his large public buildings and railways. From him I have a very high testimonial. During this period I came very much in contact with Sir Samuel Morton Peto; and from him I also received a high testimonial, in the shape of a letter addressed to Sir Charles Hotham, then Governor of Victoria.

3104. Have you that letter? I have copies of all the testimonials I have alluded to, and handed them to the Under Secretary for Public Works and Commissioner for Internal Communication.

3105. Have you copies of them here? I have.

3106. Will you hand them in? Yes. (*The witness handed in the same. Vide Appendix A.*)

3107. When did you arrive in this Colony? I arrived in this Colony, or rather I should say in Victoria, in October, 1854.

3108. Were you employed in Victoria in connection with railways? I was appointed an arbitrator in a railway question then pending between the Engineer to the Melbourne and Hobson's Bay Railway and the Company, to which I gave my attention in conjunction with the other arbitrator.

3109. Was that the only employment you had in Victoria? No; I practised as an architect and surveyor.

3110. When did you come to New South Wales? In October, 1855.

* NOTE.—Former evidence ordered to be printed 29th May.

- C. H. Storey, Esq.
14 June, 1860.
3111. Were you employed on railways here? Yes, by Mr. Randle, immediately on my arrival.
3112. How long did you continue in Mr. Randle's employment? About eighteen months.
3113. What was the nature of your duties with him? They were of a general nature—more in the office than out of doors—correspondence, estimates, and accounts.
3114. When did you enter the service of the Government? Last November.
3115. Had you any employment in the interval? Yes, I practised as an architect and surveyor in the interval.
3116. Between the time of your employment by Mr. Randle and the time of your entering the public service? Yes.
3117. What office did you undertake in the service of the Colony? Under the Railway Department.
3118. In what capacity? As Inspector of Works.
3119. In any particular district? On the Great Western Line, No. 2 Contract.
3120. Have you been in that situation up to the present time? Until within a few days.
3121. Will you explain to the Committee what was the nature of the duties you had to perform in that situation? The instructions I received from the Engineer-in-Chief were that I was to superintend the construction of the line, in accordance with the drawings, plans, and specifications which would be furnished to me; in fact, that I was to consider myself as resident engineer, with the exception that the drawings would not be prepared by me.
3122. The line of railway extension upon which you were appointed is that from Parramatta to Penrith? The portion I had to superintend was from Blacktown Road to Penrith, the No. 2 portion.
3123. Is that the portion contracted for by Sir Morton Peto and Company? Yes, it is.
3124. Your superintendence did not include that portion contracted for by Mr. Gibbons or Mr. Randle? Not at all.
3125. You have been upon that work from the time of your appointment? Yes.
3126. Will you state to the Committee the character of the line, that is, what kind of country it goes through, what cuttings there are upon it, and also the number of bridges, viaducts, and culverts on the line? The nature of the work on that line is, I consider, very light, there is only one heavy cutting in the whole length, and that has been made more so in consequence of the alteration of the South Creek station. There are three viaducts and four timber bridges on this length.
3127. Where are the viaducts situated? The viaducts are situated at Eastern Creek, Rope's Creek, and South Creek.
3128. Are they all constructed? No.
3129. Are they all in any stage of construction? The Rope's Creek viaduct is completed; the small bridge adjacent to it by this time must be very nearly so, and the South Creek viaduct is fast progressing towards completion according to the original design.
3130. Will you be good enough to describe to the Committee the character of the viaduct at South Creek—have you a plan of it? I have a drawing of it. (*The witness produced the same.*)
3131. You do not know anything of the Southern Line? Nothing whatever.
3132. Have you never been upon it? I have never been upon it.
3133. The diagonal braces marked upon that plan in pencil are not part of the original plan, are they? No.
3134. Will you describe the plan so as members of the Committee may understand it? This drawing shews eight openings of twenty feet each.
3135. What is the height? The height will vary from fifteen feet—rail level always understood—to about forty feet; that is, from the ground line.
3136. Forty feet from the creek itself—the bed of the creek? The lowest part—merely the surface of the ground, the piles being above the ground.
3137. The piles are forty feet above the ground? Yes.
3138. From the centre of the creek? Thirty-eight feet I find is the deepest.
3139. Were you in the Assembly Chamber during the time that a model of the bridge on the Southern Line was upon that bench? I was.
3140. Is this viaduct at the South Creek on the Western Line in accordance with the model which was exhibited in the Assembly? As far as I could see from the gallery behind me, it seemed perfectly the same.
3141. Are there no braces between the piles? Not between the piles; across the piles there are diagonal braces.
3142. But not longitudinally? Not longitudinally.
3143. What is the width of the roadway on the top? Eleven feet out and out; the extreme width.
3144. Has that viaduct been constructed by the contractor strictly in accordance with the plans? Yes.
3145. It was your duty to see it was so constructed? Those are my strict instructions—to see the works carried out in accordance with the plans and specification.
3146. Did the contractor, or any of his servants, make any objection to the design of that bridge, or make any remark to you as to the defective character of the design? I think they have remarked that some of the piles would go a very short distance into the ground.
3147. Which piles were those? The centre ones in the creek.
3148. What distance were those piles driven? They vary. I can give you the driving of any piles you wish to know.
3149. The longest piles—the piles that are driven into the creek? In the fourth row, on the creek side, which this drawing shews, they begin 10 feet 9, 12 feet 4, 12 feet 4.

3150. Driven into the ground? Into the ground down to the rock, 13 feet, 13 feet 3. C. H. Storey, Esq.
3151. There are no piles driven only three or four feet? I will give you the next two rows. In the fifth row the piles are driven 4 feet 4, 8 feet 2, 7 feet 9, 7 feet 6, and 10 feet 9. In the sixth row they are driven 4 feet 8, 5 feet, 4 feet 10, 12 feet 9, 11 feet 8. These are 14 June, 1860. the three centre rows in the creek.
3152. It is reported that this bridge, in some manner which I do not clearly understand, but which you no doubt can explain to the House, goes along the side of the creek—can you explain its precise situation? This line (*referring to a plan*) is the contour line—that is, the line of water at its low level.
3153. Be so good as to explain so as it can be taken down? The contour line, marked in pencil here, shews the line of water in the creek. On the side of the creek it is shelving ground, consequently it crosses the diversion that has been made, as well as runs along the side of the creek. (*The witness described the position on the plan.*)
3154. I do not clearly understand the position of this bridge—is it that the bridge goes over a bend of the creek, and that the water flows and reflows under the bridge? It goes over, if I may so term it, a bay of the creek; it is widened out, forming a regular bay. The current is principally here (*pointing to the position on the plan.*)
3155. Alongside the bridge? Alongside the bridge.
3156. Does not the bridge go right over the creek, or does it bring the line out on the same side of the creek, merely crossing a bend of it? It does, because the diversion has been made with the intention of stopping up the original course of the creek.
3157. Might not the line then have avoided the creek altogether? Decidedly.
3158. Then the creek in reality flows alongside of the bridge? Alongside and across by the diversion which has now been made.
3159. Alongside the bridge and then back under it? It flows across at first; at present it flows alongside of it, because the present creek is not stopped up; when it is stopped up, that current, of course, will be done away with.¹
3160. What is the objection which has been alleged to the bridge going alongside the creek in the manner you describe? My objection—I do not know that anyone else has made an objection—is that I think it very badly placed for the stability of a structure of that description.
3161. In what respect? It should have been kept more to the south or to the north so as to have avoided this shelving bank, by which means it would have been upon higher ground, and more holding ground for the piles when driven.
3162. Can you explain more clearly the reasons that constitute the objection you see to it—what will be the effect of the peculiarity of its situation? It has not that stability which otherwise it would have had if it had been placed on higher ground.
3163. Cannot you explain what causes come into play to lessen its stability? The rolling loads and the vibration.
3164. Those causes would operate upon all bridges? The higher the bridge the greater effect they would have upon it.
3165. This is the real situation, as I understand it,—there is a sharp bend of the creek, and to avoid that the course of the creek has been diverted so as to cut off that elbow, and the bridge crosses directly over the new creek that is made, but goes alongside the old bend—is that it? That is it.
3166. And the objection you see to the bridge going alongside the old bed of the creek is that the foundation will be bad, I apprehend? It will weaken the foundation.
3167. Has there been any alteration in this viaduct since it was first designed? Yes. I pointed out to the assistant engineer that if the design were executed as shewn on the drawing the return slope of the embankment would run into the diversion that had been made and stop that up, as well as a great portion of the creek itself. I therefore had instructions to elongate this side by two twenty-foot openings.
3168. Has there not been some alteration with respect to the dwarf piles? Not the slightest that I know of.
3169. Have you had many opportunities of observing the character of wooden viaducts in Europe? Several.
3170. Did you ever see any constructed in the same manner as this? Never.
3171. Do you think this plan of construction without defect? I think it is full of defects. In the first place the commonest principles of carpentry have not been observed with regard to the mortices, tenons, and scarfs. The tenons were originally shewn on some of the drawings as nine by an inch and a half on the top of the pile to go into the head-stock. The scarf is defective, inasmuch as it leaves nothing for the timber to do and everything for the iron, of which an excess is obliged to be used.
3172. In any other respects do you consider this plan of construction objectionable? Yes. So far as the dwarf piles are concerned I consider this bad in design, for this very simple reason —
3173. In the first place, will you explain to the Committee what the dwarf piles are? They are short piles that do not support the superstructure driven on the outside of those that do support the superstructure, for the purpose of receiving the raking piles scarfed on to them, as shewn by the drawing. They are bolted through.
3174. Do you consider that a viaduct of this elevation ought to be supported by longitudinal braces—do you, in other words, consider the piles sufficiently safe, taking into consideration their great length, without any intervening supports? I consider the viaduct very weak in that respect, inasmuch as there is nothing to withstand the rolling or vibratory motion which a train naturally brings to bear upon a structure of that description.
3175. What is the gradient of this particular viaduct? This viaduct is level; but the same thing

¹ The present creek is not now to be stopped up, because the viaduct is to be continued across it, and to be extended more than four times its original length, consequently the flow of the creek will always be alongside, as well as across by the diversion.

C. H. Storey, Esq., thing that would be very essential in a viaduct with a steep gradient is also essential in this, on account of its loftiness.

14 June, 1860. 3176. You can, as a practical man, acquainted with railway works, describe to the Committee the effect which the traffic will have upon a construction of this character—that is, a wooden viaduct so lofty as this is, and so inadequately braced together as some persons allege this is? My opinion is that the vibration, combined with the oscillation and the want of sufficient stiffness, would shake it so much that in due time it would be crippled, and, consequently, if it once became crippled it would be dangerous.

3177. Then, in your opinion, is there any reason to apprehend that the trains on entering this viaduct, bearing in mind its loftiness and the alleged defects in its construction, would have a tendency to give a leaning position to the whole structure? There is nothing to withstand the first shock of a train coming upon it—nothing to counteract the impelling power of a train coming down, as it will in this instance, off a gradient of one in eighty on to this structure.

3178. What I meant was this—whether there is any danger of the piles giving way by the force of the traffic—whether there is any danger of the superstructure leaning, as a house built of cards for instance leans, in one direction by force of the contact coming against it? If the force of contact is not arrested in the first instance of course it will have that effect, and as it goes on the effect will be increased. The shock of the train coming against the first row of piles, if there were nothing to withstand it, as the train went each successive row would yield more and more.

3179. You said you never saw viaducts in Europe constructed upon that same plan,—will you describe the difference as to strength? In general the way of making viaducts of this structure is to throw the weight of the permanent way or of the engine upon some direct bearing surface, such as a beam or truss; in this instance the weight is thrown upon planking lying transversely upon two girders, by which an immense vibration is caused to the whole structure.

3180. Then, at all events, you must be of opinion that these bridges are not remarkably safe? Certainly not in their present condition.

3181. Did you ever state this opinion to your superior officer in the department? No, I did not, for the best of all reasons.

3182. For what reason? When I first entered upon my duties on that line I ventured to make a suggestion to the Engineer-in-Chief, and I had a most severe reprimand on the occasion, and I felt from that moment that my mouth was gagged, and that I was a very inefficient servant to the public, because I felt it was my duty when I saw an error to point it out, and that for the future I could not do so.

3183. What was it you ventured to represent to the Engineer-in-Chief on that occasion? It was soon after I joined. I happened to read the Commissioner for Internal Communication's third annual report—

3184. The report laid before Parliament? The report laid before Parliament. I can refer to that report if you will allow me.

3185. You are now referring to the third annual report of Captain Martindale? The third annual report to the Honorable the Secretary for Works, by Captain B. H. Martindale, Commissioner for Internal Communication, presented to both Houses of Parliament by command. In the fourth page he states—"In addition to the great accommodation which a station within the Town of Parramatta will afford the public, the line will, where it crosses the Blacktown Road, at once bring a station within thirteen miles of Windsor and Richmond."

3186. On reading that paragraph you offered some suggestion to the Engineer-in-Chief? I did.

3187. What was it? It was to this effect—this is a copy of a memorandum I addressed to the Engineer-in-Chief:—"Great Western Railway, No. 6, Engineer's Department, 8th December, 1859.—Memorandum to John Whitton, Esq.—With the view to carry out that portion of Capt. Martindale's report of the 1st October last, as to the early opening of this line as far as the Blacktown Road, by which the public would be accommodated and the capital at once become productive, I venture to suggest that the station-yard and buildings at that locality be proceeded with as soon as possible, and as they are to be at the commencement of this contract, I have taken upon myself *this day* to speak to Mr Rhodes upon the subject, in the presence of Mr. Durham, when the former gentleman expressed his perfect readiness to further the object in view."

3188. Was it upon that occasion you received the reprimand which you say sealed your mouth afterwards? In reply to that I received this memorandum:—"Engineer's Department, December 9th, 1859.—I am much surprised at the contents of your memorandum of the 8th instant, and I have to inform you that you have greatly exceeded your duty in speaking to Mr. Rhodes on the subject of the station at the Blacktown Road. Your position (which I clearly explained to you on your appointment) is that of Inspector of Works, and you have only to see that the works are carried out in accordance with the plans and sections furnished to you. I have to request that you return to Sydney as early as practicable after the receipt of this communication. JOHN WHITTON"

3189. Did you go to Sydney? I did, and had an interview with Mr. Whitton. We had a long conversation, and I think I can give it you, I may say word for word.

3190. Have you taken notes of it? So strongly impressed upon my memory was it, and so often have I repeated it to various gentlemen—amongst the rest to Mr. Fagar, the Minister for Works, who appointed me—that I have not the least hesitation in saying that I could repeat it correctly. It is only within the last month I have committed it to paper. (*The witness read a memorandum. Vide Appendix B.*)

3191. In consequence of this memorandum, addressed to you, and of the conversation, the notes of which you have just read, you considered yourself not at liberty to make any representation to the department? I considered that a wet blanket was thrown over me and my exertions for the future. C. H. Storey,
Esq.
14 June, 1860.

3192. What you mean is —? My zeal for the public service, if I may so term it, was annihilated.

3193. The course you then took was merely to follow your instructions? Decidedly. I kept to the letter of my instructions afterwards as closely as practical work can be carried out.

3194. Did you apply to the Secretary for Works to be examined before the Committee of this House? Yes.

3195. What was the reason of your applying to Mr. Arnold? Because, as an officer of Government, knowing what official etiquette was, I thought that was the only proper course to take.

3196. Upon what points did you wish to be examined, and what reasons influenced you in seeking to be examined? The reason that induced me to seek to be examined was the report made by Mr. Whitton respecting a bridge, the principal details of which I furnished him with, imputing blame to me for not reporting certain circumstances to him, namely—the nearness of the rock to the surface. I felt myself aggrieved, as it was an imputation upon me. He had tied my hands and consequently I was not disposed to put up with the imputation. It was to clear up my character, in a professional point of view, that I appealed to Mr. Arnold.

3197. As I understand, your explanation of your reason for wishing to be examined is this: that Mr. Whitton had complained of your not reporting some circumstance to him—the nearness of rock to the surface. Was it not part of your duty to make a report of such circumstance to him? I did not consider it to be my duty after the strict instructions I had received—for I had these instructions repeated ^{in two or three different memoranda—in two} ~~I should say—in one of them twice.~~ * in three memoranda and in one of them twice.

3198. Did you report the circumstance to any officer of the department? With regard to the piles?

3199. Did you report the circumstance, whatever it was? Certainly not; if I had reported it to anyone it would have been to Mr. Whitton, or to the assistant engineer when he came over the line.

3200. When you applied to Mr. Arnold what did he say? He said “He did not see how he could interfere; he did not see what the object was.” I said “The object was very simple—it was to clear my character.” He said, “Oh, but we have evidence enough on this subject, and of course I shall take the evidence of the Engineer-in-Chief in preference to yours, if you differ upon engineering details.” I said, “Of course you would, but the Committee, perhaps, might come to a different conclusion.” Then he said, “Oh, but I think you should apply to Mr. Parkes.” I said, “I beg to differ with you, I think I should have shown myself very much wanting in knowledge of official etiquette if I had not applied to you.” “Oh, but,” he said, “you seem to have forgotten official etiquette, as you should have applied to Mr. Whitton.” “What!” I said, “to the man who is stabbing me behind my back. No, Sir, I appeal from Mr. Whitton to you; I ask you to do the same justice to me you have done to him. You are very chary of the character of your superior officers; give me the same opportunity of clearing mine that they have had of clearing theirs, that is all I ask.”

3201. What followed? Mr. Arnold still hesitated, and said he did not see how he could interfere; of course if Mr. Whitton suggested to him that any officer of the department should be dismissed, he should act on it.

3202. You then applied to me? Yes.

3203. By letter? By letter.

3204. Are you still an officer of the department? I am not.

3205. Have your services been dispensed with since you applied to Mr. Arnold to be examined? They have; in fact, since I appeared at this Bar, I received the notification.

3206. When did you receive this letter? I received it on the morning of the 9th June. It is dated the 5th, but I can explain, perhaps, why I did not receive it so soon as I should have done. The post mark on the envelope bears date Sydney, 6 June. In due course it would have arrived at South Creek at night, and been deliverable in the morning; so that had I been there, and not in attendance in Sydney, waiting for examination, I should have received it on the 7th. On the same morning it was sent back to me, but from some neglect on the part of the Post Office authorities, it did not reach my private residence until Saturday morning the 9th, instead of the 8th.

3207. Will you read that letter? (*The witness read the same. Vide Appendix C.*)

3208. Did you take any step in consequence of that letter? I did.

3209. What was that? I wrote the following letter to the Secretary for Works. (*The witness read the same. Vide Appendix D.*)

3210. Did you get any answer to that letter? Yes; I received it this morning. (*The witness read the same. Vide Appendix E.*)

3211. What are the instances alluded to where it is alleged you have failed to point out defects in the public works? The instance alleged, and which is made the handle of for this treatment—though that is really not the tender point—is, that I did not point out to either the Engineer-in-Chief or his assistant, that the piles at South Creek were driven some few inches out of line, in connection with a former memorandum which I received.

3212. Did you ever receive a reprimand or letter of disapproval of any kind, except the memorandum you have read? Yes; I have it here.

3213. You are now about to refer to the only one you have received? It is the only one. (*The witness read the same. Vide Appendix F.*) 3214.

- C. H. Storey, Esq. 3214. Did you make any reply to that memorandum? I did.
3215. Have you got that? Yes. (*The witness read the same. Vide Appendix G.*)
- 14 June, 1860. 3216. You had then reported this to Mr. Durham? Yes.
3217. You had reported the defective driving of piles to Mr. Durham, he being the officer placed over you? No; Mr. Durham represents Mr. Rhodes, the agent on the line.
3218. With reference to these acts of insubordination, being absent without leave, and disregard to the prescribed routine—have you been absent without leave? No; never. This is the first time I have heard of it. The first time I was absent was when I came up on the 1st June to see the Secretary for Works.
3219. When you made application to be examined? Yes. When I came from the Secretary's room I went and reported myself to the department. Mr. Whitton being absent, I saw Mr. Mason, and said I had been to see the Minister. He asked me when I should return; I said, on Monday morning, most likely. On Tuesday morning, I met Mr. Mason in the street, and said, "I was coming to report to you that I could not go back, because I am going to be examined, and it is necessary that I should refer to my papers"; he said, "Oh! I saw you were going to be examined."
3220. During the time you have been Inspector on the Western Line, how often has the Engineer-in-Chief visited the works? In February, 1860, and May 9th and 10th, when he came down specially to inspect the South Creek viaduct, and the effect of the floods upon the culverts—twice.
3221. That is twice in a period of six months? Yes.
3222. How often has the Commissioner for Internal Communication been upon the works during that time? I could not say; I have heard of his being there once.
3223. Did you ever see him there? I never saw him there, but I heard of his being there.
3224. From your experience, derived from your connection with railway works in Europe, can you state any opinion as to whether it is the practice to supply contractors with the rails and chairs they require to carry on works? Yes, I can.
3225. What is the general practice? That is a question upon which Mr. Rhodes applied to me as late as last September —.
3226. Will you state your opinion without reference to what passed between yourself and Mr. Rhodes? My opinion is, that it is the general custom to allow contractors the use of rails and chairs without charging anything for them.
3227. Your experience extends over what period? Ten years that I was with Mr. Jackson.
3228. With respect to that part of the line you were appointed to superintend, has the work been carried out in a proper manner generally? Yes; I have no complaint to make in that respect. It has been carried out slowly, and when I have pointed out that to the contractor's agents they have said they could not carry it out more quickly as they had not the rails.
3229. When do you suppose the extension of the Western Line will be finished? Judging from what has been done, I should say it would be another twelve months.
3230. How far has the South Creek viaduct progressed towards completion? The last time I saw it they were putting on the girders at the further end.
3231. Are you aware whether the assistant engineer has measured any portion of the work there in order to certify for the payment of the contractor? The assistant engineer has not measured it, but asked me for the measurement from my register, which I gave him on three occasions.
3232. There is nothing you wish to state with reference to your position? No; I am not complaining of my dismissal.
3233. There is nothing further you wish to state in connection with the misunderstanding existing? Nothing.
3234. *By Mr. Arnold:* I did not quite catch your answer to the question as to how often you have seen the Engineer-in-Chief upon this part of the line during the time you have inspected it? I think I stated twice, that is to say two visits; I may have seen him two days on each visit.
3235. Could Mr. Whitton have visited the line without your seeing him? I do not think it very probable; if I had not seen him I should have heard of it, but I never heard of it.
3236. Who is the contractor for this line? Messrs. Peto, Brassey, and Betts.
3237. Who is the acting agent here? Mr. Rhodes represents the firm, I believe.
3238. How often during the period of your inspection was Mr. Rhodes on the line? ³Nine times.
3239. To your knowledge? ⁴Eight times.
3240. Did you see Mr. Rhodes on your part of the line eight times? I spoke to him on four occasions, on some occasions I did not see him.
3241. How often did you see Mr. Rhodes? I have seen him, I think, some five or six times.
3242. You saw him five or six times? Yes.
3243. Have you the dates? November 3rd, December 8th, February 8th, and February 18th. I do not think I have seen him more than that; I might have seen him once besides, but there were other days when he was on the line.
3244. Then you mean that you have seen him four times? Yes.
3245. And Mr. Whitton twice? That is two visits; I do not call his coming on the line when he has been down on two successive days two visits, because Mr. Rhodes has done the same. He has come down one day, and gone back the next—I do not call that two visits.
3246. *By Mr. Walker:* What portion of the railway works was it you had charge of? From the Blacktown Road on the east side up to Penrith.
3247. Only on one side of the road? No; commencing on the east side of the Blacktown Road up to Penrith.
3248. Did your charge commence at Blacktown? At Blacktown Road; my section commenced on the east side, that is the side nearest to Parramatta. 3249.

3249. Had you anything to do with the construction of the station at Blacktown? Not the C. H. Storey, Esq. slightest; I do not even know whether it is going on or not.
3250. Did I not understand you to say that you made some suggestion as to the proper locality for a station? Not as to the proper locality. I said as the site had been pointed out to me, I suggested that the works should be proceeded with at once. 14 June, 1860.
3251. Did it occur to you that the work had not been proceeded with quickly enough? No; for I had only just entered upon my duties; but as the No. 1 Contract was to be completed by October, I thought no time was to be lost if the public were to be accommodated with an early opening to the Blacktown Road.
3252. Are you aware whether this station-house has been built? No; I always attended to my own contract and did not interfere with the business of others.
3253. Do you know the point where the station-house is proposed to be erected? I think I know it; I think it is where an angle of ground has been fenced off.
3254. Can you state what distance that is from Parramatta? According to the specification 8 miles 25 chains 64 links. I presume that is from the junction of the Southern Line.
3255. How near will this proposed station-house be to what is called the Blacktown or Richmond Road? I am not sufficiently acquainted with that locality to say. I never could find time to scour the country and investigate the roads.
3256. *By Mr. Lucas*: Are these piles you speak of in the fifth row,—you say there is one driven 4 feet 4 inches—does that still remain? It does.
3257. Do you think it was impossible to drive them further than 4 feet 4 inches, in consequence of the rock, and that it would have been much better to put down a cill and mortice the piles into the cill? That is what Mr. Whitton said he would have had done if I had reported the circumstance to him.
3258. That would have made a better job of it? It would have been better still if the dwarf piles had been omitted.
3259. You would have a battering pile from the cill, which should be let into the ground, bolted to the rock, and reaching up to the superstructure? Yes.
3260. What alteration do you propose in that to strengthen it longitudinally? In the first place I would strengthen the connection of the superstructure with the head stock.
3261. I am speaking now of the part between the piles—the bays? I thought you said the strengthening of the piles.
3262. Strengthening the piles longitudinally? I should recommend longitudinal cross braces, as I shew in pencil on my drawings, with an additional one against the first row to make it stiffer to withstand the shock of the train coming on.
3263. That is, you would put it from the cill up to the superstructure? Yes.
3264. Do you think these braces would be as good as struts to come down 3 or 4 feet down the pile, with crown pieces? Much better; it would then have become a continuous truss by these cross bracings, and there would have been plenty of strength to carry the superincumbent loads. Between the points of two corbels you get a flatter angle.
3265. The corbels are about 6 feet long? Yes.
3266. That makes the bearing about 14 feet? Yes; that would be stiffer by putting these diagonal braces.
3267. With regard to the support of the superstructure,—you have mentioned that the head of the tenon was 9 by 9 by $1\frac{1}{2}$ inches, I think? That has been altered to 8 by 4 by 3.
3268. The whole of the superstructure is secured by means of a spike, not of a bolt; do you approve of that plan? No.
3269. Do you not think it would be better to let in a nut and screw it together? No, I think this would be a better plan (*referring to a drawing*), to have iron knees, they would bind it together firmly. Do you mean as a bed screw?
- Mr. Samuel* drew the attention of the Chairman to the fact that the examination was being conducted in a tone of voice inaudible to the Committee.
- The Chairman* said he thought it desirable that the questions should be put in a tone of voice so as to be audible to Honorable Members.
3270. Speaking with reference to the height of this structure, do you not think it would have been a much better plan if a nut had been put upon the pile the same as a bedstead pile? I think it would have been much better to have omitted the spike altogether, and to have substituted knees.
3271. Would it not have been much more expensive? Yes; but it is not safe as it is at present.
3272. You think if there were a nut let into the pile it would be stronger than at present? Certainly, stronger than the present spike.
3273. You are aware that wood shrinks very much in this country, and by this means the structure could be screwed up at any time and tightened? Very likely.
3274. If your suggestion with respect to knees were adopted, the whole stress would be upon the knees? You could tighten the knees.
3275. The piles would shrink in thickness? Not seasoned timber such as that of which this bridge has been constructed.
3276. You say the tenon on the top of the pile has been altered from 9 by 9 by $1\frac{1}{2}$ inches, to 8 by 3 by 4? Yes.
3277. You think that is sufficiently strong? Certainly.
3278. You said the bridge would become shaky if furnished according to the present plans—how long do you think it would be before it would become shaky? I should say within six months.
3279. From its construction, do you not think if it once became shaky, it would be very difficult to secure it? If it became crippled, it would not be possible to make so good a job of it as you can now.

- C. H. Storey, Esq.
14 June, 1860.
3280. You particularly refer to these short piles, and you advise a battering pile, as shewn by the pencil mark? I think the present batter of the pile insufficient; but I would do away entirely with the dwarf piles. The base is not wide enough for the height of the viaduct, and the narrowness of its top.
3281. But by putting these battering piles—that would effectually cure your objection? It would help to do so, but even then there would be nothing to counterbalance the oscillation.
3282. How are these diagonal braces secured? They are notched and bolted.
3283. They are put in properly? Quite properly.
3284. Are you aware of the manner in which Mr. Rhodes does his work—whether he sub-lets it? I believe he sub-lets; I have only heard that promiscuously.
3285. Do any of the farmers in the neighborhood take the sub-contracts from him? I am sure I do not know; very likely they may do the horsing.
3286. He generally lets a cutting to one, a bridge to another, and so on? I believe that is his mode; I never interfered with his details.
3287. But you know he sub-lets the whole of his work? Yes.
3288. It takes as many officers to supervise the works under Mr. Rhodes now, in consequence of the sub-letting, as if Mr. Rhodes had nothing at all to do with the contract? It makes no difference.
3289. The Government would not require more officers to inspect the works, if they themselves let them in small portions? Yes, if Government let out the works in small portions, the supervision would be much greater.
3290. Why? Because they would deal with a number of contractors instead of with one.
3291. But Government have now to supervise the work done by small contractors? You will find in practice that a number of small contractors will require a larger number of officers to supervise their work than one large contractor.
3292. Taking the height of these piles, forty feet, do you think the depth to which the longest is driven, 13 feet 3, is sufficient? I think that is plenty, if the superstructure is properly braced.
3293. Do you think 4 feet 4 sufficiently deep in the ground? No, not for a number, but for an isolated pile I think it is of little importance.
3294. That is an outside pile? Yes.
3295. Do you think that is sufficient? I think so, for the floods have never affected it.
3296. Still you think if it had been let into a cill instead of having been allowed to rest on the rock, it would have been better? Decidedly.

APPENDIX A.

From R. Byham, Esq., Secretary of the Ordnance.

Pall Mall,
23 April, 1839.

My Dear Sir,

I have had so much reason to be pleased with everything you have done, when I have been in any way concerned, that I should do you injustice to withhold my strongest testimony in your favor whenever an opportunity may offer, and I beg to assure you I shall feel great pleasure in so doing.

I am, &c.,
R. BYHAM.

C. H. Storey, Esq.

From (now) Major General Sir F. Smith, Royal Engineers.

Chatham, 29 July, 1842.

Sir,

I have great satisfaction in complying with your request that I would give you a testimonial of your services when under my command in the London District.

I do not remember the precise length of time you were with me, but I believe it was not less than eight or nine years. During that period you had the charge of very responsible duties in conducting the erection of costly and important public buildings, and you acquitted yourself to my entire satisfaction, affording me the pleasure of repeatedly recommending you for various steps of promotion, and to the favorable consideration of the Inspector General of Fortifications.

I found you invariably zealous, correct, and attentive, as well as most intelligent, and it was my gratifying duty always to have to praise; I therefore trust you may be speedily placed in such employment as will be congenial to your feelings, and afford you an opportunity of displaying your talent.

I have, &c.,
FREDERIC SMITH,
Lieutenant Colonel Royal Engineers.

C. H. Storey, Esq.

From Mr. Thomas Jackson, Railway Contractor, &c., &c.

Commercial Road, Pimlico,
1 August, 1854.

I have much pleasure in giving this testimonial in favor of Mr. C. H. Storey, who has been in my employ for the last ten years as principal agent in the carrying out extensive railway and other contracts on public works, and during that time he has always given me the greatest possible satisfaction in every respect, and I strongly recommend him for this description of employment, for building in general, or for surveying, for each of which he has a practical knowledge.

THOMAS JACKSON,
Contractor of Public Works and Buildings.

From

From Samuel Morton Peto, Esq., M.P., Railway Contractor.

9, Great George-street, Westminster, London,
18 September, 1854.

C. H. Storey,
Esq.

14 June, 1860.

Sir,

I take the liberty to introduce the bearer of this letter, Mr. C. Storey, as a gentleman whose professional knowledge and business habits and connexions in this country, were highly estimated, and who would, I believe, do credit to anything entrusted to him, and I shall be glad to hear that you have been able to offer Mr. Storey some opportunity of confirming the high opinion I entertain of his abilities.

I have, &c.,
S. M. PETO.

To Sir Charles Hotham, Bart.

APPENDIX B.

Upon the 14th December I waited upon Mr. Whitton, when, as near as I can recollect after this lapse of time, the following conversation took place:—

S.—I have waited upon you in consequence of your memorandum of the 9th, the tenor of which I regret to have received.

W.—Yes; you have taken the liberty of dictating to me, and —

S.—Before you express an opinion perhaps you will allow me to explain, when I think you will not consider me so culpable as you at present seem to do. It was from a perusal of Captain Martin-dale's report —

W.—What are his reports to me? I am not bound to carry them out.

S.—It struck me that the public and the country would be benefited by an early opening of the Blacktown Road, and knowing the feeling existing between yourself and Mr. Rhodes, I sounded him to see if he would interpose any difficulty.

W.—I should not have allowed him to do so if I required the line; besides, what have you to do with the productiveness of capital? You had no business to name the station to Mr. Rhodes, as he has nothing to do with it.

S.—I know that, and never mentioned the station to him—referring only to the station-yard, as he had the contract for the permanent way.

W.—It was a great liberty on your part in attempting to point out to me how I was to carry on the details of my department.

S.—All I can say is, that my motive in dictating that memorandum was as pure as could be, and if you view it in an offensive light I can only offer you the fullest apology, as I never intended it as such; and at most it can only be viewed by you as error of judgment; and to shew you that I am sincere in what I state I am willing to cancel the document should you think fit —

W.—Oh, no! And how could you tell that the station was to be there?

S.—Judging from the position and nature of the cutting. (MEMO:—I had forgotten that in our interview of November last he had told me so.)

W.—Besides, how could you tell what motive I might have for not opening the line? I suppose Mr. Rhodes suggested it?

S.—Mr. Rhodes never named the subject; and it was, perhaps, owing to his coming down just as I had been turning it over in my mind, that I spoke to him.

APPENDIX C.

Department of Public Works,
Sydney, 5 June, 1860.

Sir,

In reference to your recent conduct, and the opinion expressed by the Engineer-in-Chief, that he has lost all confidence in you as an Inspector of Works, I am directed by the Secretary for Public Works to inform you that your services will be dispensed with from this date.

I have, &c.,
(For the Under Secretary.)
GERALD HALLIGAN.

Mr. C. H. Storey,
South Creek.

APPENDIX D.

55, Glebe Road,
9 June, 1860.

Sir,

I have the honor to acknowledge your communication of the 5th instant, received only this day, stating that, "in reference to your recent conduct, and the opinion expressed by the Engineer-in-Chief, your services will be dispensed with from this date."

I have to request that you will do me the favor of a reply, at your very earliest convenience, stating to what "recent conduct" you therein allude.

I have, &c.,
C. H. STOREY.

To the Secretary for Works.

APPENDIX E.

Department of Public Works,
Sydney, 12 June, 1860.

Sir,

In reference to your letter of the 9th instant, received this day, in which you request the favor of a reply, stating what "recent conduct" is alluded to in my letter to you of the 5th instant, I am directed by the Secretary for Public Works to inform you,—that the representation of the Engineer-in-Chief, that he had no further confidence in you, in consequence of your having, on more than one occasion, and after remonstrance and reprimand, failed to point out defects in the railway works in progress under your inspection, would alone have induced the Government to provide at once for more competent inspection.

2. Mr. Secretary Arnold desires me to state, however, that subsequent irregularities and acts of insubordination, such as absence from duty without leave, and disregard of the prescribed routine, together with the general spirit evinced during your interview with him, determined him that your connection with this department, in any capacity, could not be continued, even temporarily, without obvious disadvantage to the public service.

I have, &c.,
B. H. MARTINDALE.

Mr. C. H. Storey,
55, Glebe Point Road, Glebe.

C. H. Storey,
Esq.

15 Feb., 1860.

14 June, 1860.

No. 546.

APPENDIX F.
GREAT WESTERN RAILWAY.

Engineer's Department, 14 Feb., 1860.

MEMORANDUM to Mr. Storey.

I pointed out to you when last I inspected the works on the Western Line the improper and careless manner in which the piles had been driven for the bridge over Rope's Creek. You are aware, from the instructions you have already received, that it is your duty to see that the works are properly executed, *in accordance with the drawings furnished from this office*; but in this instance you not only permit the driving of these piles to be carried on in a most unsatisfactory manner without reporting the circumstance to me, but you do not even point out to me when on the ground that this work has been most improperly executed; and had I not observed it when riding through the line I should have heard nothing from you on the matter. I must express to you my extreme dissatisfaction at your conduct in reference to this work, the more particularly as you stated to me, after I had called your attention to the matter, that you had told Mr. Durham and Rankin that the work was being improperly executed—yet you neglected to give to me information so important.

I trust that it will not be again necessary to write to you on such a subject.

JOHN WHITTON.

APPENDIX G.

No. 2 Contract.

GREAT WESTERN RAILWAY.

No. 17.

Engineer's Department, 15 Feb., 1860.

MEMORANDUM to John Whitton, Esq.

I was not aware, until in receipt, this evening, of your Memorandum of yesterday's date, that you expected me to make reports to you upon every irregularity in the execution of the works; I therefore now beg to send you, on the other side, copy of my Memo. of the 10th inst. to Mr. Durham.

C. H. STOREY,

Inspector.

(Vide Memo. No. 16., 10 February, 1860.)

Captain Ben Hay Martindale, R.E., Under Secretary for Public Works and Commissioner for Internal Communication, called in and further examined:—

Captain B. H.
Martindale,
R. E.3297. *By Mr. Arnold*: Have you before you the evidence given by Mr. Fowler on the 18th May last? I have.

3298. Will you look at question 2843, and the subsequent questions, 2846, 2904, and 3299? I have looked at them.

14 June, 1860.

3300. Having reference to some evidence given by Mr. Willcox? Yes.

3301. Has any correspondence taken place with Mr. Willcox since that evidence was given? A correspondence has taken place.

3302. Have you that correspondence with you? I have.

3303. Will you state the purport of it? By direction of the Secretary for Public Works a letter was written to Mr. Willcox, calling his attention to the replies given by Mr. Fowler on the 18th May, in reference to Mr. Willcox's evidence. Mr. Willcox was asked to state whether he had any desire to alter his answers to the questions alluded to by Mr. Fowler—Mr. Fowler having stated before the Committee, on the 18th May, that Mr. Willcox's replies were the reverse of what he intended. Mr. Willcox, in reply, informed the Secretary for Public Works that the answers given by him to the questions were exactly what he intended, and that he did not wish to make any alteration; and he added, that, when his examination was concluded, Mr. Fowler remonstrated with him respecting that portion of his evidence relating to himself, upon which occasion Mr. Willcox told him that although he had often been present during his conversations with Mr. Rhodes upon railway matters, and had conversed with him, still Mr. Fowler had never acted for him, nor ever been consulted with regard to the Northern Line; and Mr. Willcox therefore objected to make any alteration in the evidence he had given before the Committee of the Legislative Assembly. (*The witness handed in the letters referred to. Vide Appendices 1 and 2.*)

3304. Will you turn to questions 2852 and 2854? Yes.

3305. Is what Mr. Fowler states, in regard to the confidential character of the communication referred to, true? It is untrue.

3306. Has reference been made to the chief clerk since that evidence was given? I called upon the chief clerk for a report of what took place, and in his report to me the chief clerk stated as follows, in reference to the replies referred to. (*The witness read the report in question.*)

3307. Do you desire to hand in this document? If you please. (*The witness handed in the same. Vide Appendix 3.*) I should wish also to hand in the letters which I received from Mr. Fowler, and which I desire to read. (*The witness read a letter dated 69, Elizabeth-street, March 1, 1860. Vide Appendix 4.*) To this a verbal reply was given, fixing noon of the same day to see Mr. Fowler. I saw Mr. Fowler, and subsequently, while I was with the Secretary for Public Works, I received a second note. (*The witness read the same. Vide Appendix 5.*) I consulted Mr. Secretary Esagar as to the reply that I should give to that note, which I put into his hands. I drew up a reply, and submitted the draft to Mr. Esagar before it was sent. (*Witness read the same. Vide Appendix 6.*)

3308. That is the letter which has been already printed as an appendix to Mr. Fowler's evidence? Yes, I presume that is a correct copy.

3309. Will you look at the concluding paragraph of the answer to question 2854 in Mr. Fowler's evidence—these are the words to which I wish to call your attention: "So that
" after

" after four distinct promises—mentioned by myself once at the beginning of the conversation and once at the end, and once by Captain Martindale at the commencement and at the end by him to the chief clerk—next day Captain Martindale shews Mr. Want the small scrap of paper, and says, 'There is some underhand work going on.' This Captain Martindale does after these four promises."—Is that a correct statement of what really took place—was there any promise of confidence on your part? Not the slightest. It never entered into my imagination to give Mr. Fowler a confidential interview. The term was, "without prejudice."

Captain B. H. Martindale, R. E.

14 June, 1860.

3310. *By Mr. Parkes*: Have you been over the Southern Line, between Liverpool and Campbelltown, since the occurrence of the late floods? I have.

3311. Can you state to the Committee the state in which the viaducts are which were constructed with a wooden superstructure on brick piers? At the time I saw them, which was the day before the traffic was re-opened, they were perfectly secure. I have not seen them since.

3312. Can you state what state they were left in by the floods? The former viaducts?

3313. Yes? I believe I can, generally. At Glenfield bridge, which is the first bridge from Liverpool, the right pier of the last bay has settled, and is shaken; and the left pier has settled on the right side some two or three inches.

3314. How many bridges were damaged seriously by the floods altogether, between Liverpool and Campbelltown? Five were more or less damaged, and two seriously.

3315. Will you read over the names of these five bridges? Glenfield bridge, Macquarie Fields bridge No. 2, Macquarie Fields No. 3, the bridge at Stoney Creek, and one at Davis' Flats.

3316. Which are the bridges that are injured seriously? The Macquarie Fields bridges.

3317. What is the injury to the Stoney Creek bridge? The earth is washed away at the abutments, and two of the piers have holes knocked into them near the surface.

3318. How long are the holes? Of no great extent.

3319. Did you personally inspect that bridge? I did.

3320. That is the bridge (*handing a photograph to witness*)? It may be. The holes in question could not be seen in a photograph; they are close to the surface of the water.

3321. Could you point out where the injury is sustained? I only see two of the piers here. The injury is close to the present level of the water.

3322. The piers shewn in this photograph are those which have sustained injury? Yes. On the up-stream side two of the piers are undermined to a small extent, probably from a tree having struck against it.

3323. How many other bridges are there on the line between Liverpool and Campbelltown? I think six or seven more; but most of them were not affected by the floods.

3324. There is one at Davis' Flats—? Three altogether.

3325. The flood in that case rose considerably above the bridge. Here is a photograph shewing the debris of the flood in the trees at a considerable elevation over the roadway? Yes, I think it probable the flood—

3326. Did you notice the debris left by the flood in the trees, at a considerable height above the roadway of the viaduct? I did not.

3327. You see it represented there? I do.

3328. This bridge did not sustain any injury, did it? I see it noted in my book—the third bridge on Davis' Flats is slightly injured; one pier shaken is noted.

3329. I think you say there are seven altogether? Six or seven.

3330. Including those that are seriously injured? Yes.

3331. Some of the bridges are not affected at all? No. The long viaduct at—

3332. In the case of these two that were seriously injured, did you closely inspect them? Yes.

3333. Will you describe the nature of the injury they sustained,—were the piers carried away bodily from the foundations without being broken? In the second Macquarie Fields bridge three of the piers are torn off near the foundation.

3334. The brickwork was removed from its foundations without being broken? The main body of the pier was not destroyed.

3335. Are you aware whether the foundation was defective? There is nothing to shew that the foundation is defective. When I was there the water was still over the piers, and though I examined to see how far the foundation was down, I was not able to do so successfully.

3336. Had not the foundation been repaired in some way some time previous to the flood? Not that I am aware of; part of the piers, which were built in indifferent mortar, were taken down and rebuilt in cement at the cost of the contractor.

3337. These bridges, I believe, were all constructed after Mr. Whitton's arrival in the Colony? They were.

3338. I am not quite sure whether it is in evidence or not, but perhaps you will state whether they were constructed on his designs? I believe so.

3339. *By Mr. Lucas*: How many bridges are there between Liverpool and Campbelltown? I believe thirteen or fourteen.

3340. Are any of these superstructures erected on piles? Not entirely on piles; some of the brick bridges have been extended on piles.

3341. On some of the bridges on that line, after the brick piers were built, were not some piles driven to strengthen them? Some piles were driven to extend them.

3342. Is it not the fact that the flood swept away the brick piers and did not remove the piles? It is, where the piers have been swept away.

3343. The brick piers have been swept away and the piles remain? Yes.

3344. And the superstructure is resting on the piles? No; the superstructure is resting partly on the remaining brick piers and partly on the piles.

3345.

- Captain B. H. Martindale, R. E.
 14 June, 1860.
3345. No piles have been taken away by the flood? No; the piles are simply an extension of the bridges.
3346. Have you constructed any of the railways by small contracts? Yes, on the Northern Line, from Maitland to Lochinvar, about seven miles.
3347. Has that gone on satisfactorily? Very.
- * 2a. 3348. Can you tell me what price the earthwork on that portion of the Northern Line has cost you? I think the highest price that has been paid for earthwork has been about 1s. 8d.*
3349. Per cubic yard? I think so, speaking from memory.
3350. The same sort of work as the public are now paying Mr. Rhodes 2s. 7½d. for? Yes.
3351. Does it require more officers to supervise the work performed by these small contractors than it does when the railway is left to one large contractor? If the whole of the railways were to be carried out under a system of small contracts it would require some addition to the clerical staff, on account of the numerous small payments, and it might require some additional inspection in the field, but not to any great extent.
3352. Would a difference of two and a-half per cent. on the cost of construction, under a system of small contracts, pay for the additional supervision and clerical assistance required? I can hardly answer that question off-hand, but a small per centage would pay it.
3353. And the works that you have had done by small contracts have been done satisfactorily? Very well indeed.
3354. More satisfactorily than the works under Mr. Rhodes? Much more.
- * 2a. 3355. And work for which he is paid 2s. 7½d. per yard is done for 1s. 8d.? I believe the highest price is 1s. 8d.*
3356. Have you done any brickwork by small contracts? I am not certain.
3357. Have you done any bridges? Yes.
3358. On piles? On piles.
3359. Can you state the cost of those bridges per foot? I cannot at this moment; I can append it to my evidence.
3360. And also the price of the brickwork done under small contracts? Yes; I can append the whole of the prices as a schedule, if it is desired. (*Vide Appendix 8.*)
3361. Do you believe that it is possible to get small contractors to do any railway works we require, by letting them out in £10,000 or £15,000 jobs—bridges to one and cuttings to another? I doubt whether we should gain so much by letting out all the works in small contracts. As far as the Northern Line is concerned, it has been done by dealing direct with navvies and laboring men generally.
3362. That is what I am speaking of? I believe we could get the works done, as far as obtaining men to do them goes, and as far as the supervision is concerned; but there would be considerable difficulty, perhaps, as regards the charges of corruption that might be brought against the subordinates of the department engaged in carrying out such contracts, and extreme difficulty in refuting those charges. That is the difficulty which has always stared me in the face, as regards that system in this Colony, coupled with the strong bias in favor of the contract system by tender and public competition; the main argument for which generally is, that it avoids even an opening to impute corruption.
3363. Do you believe that there is so likely to be corruption where one hundred small contractors are concerned, as where there is only one large one? I do not believe there is corruption anywhere.
3364. Is there more likely to be corruption where there are a number of small contractors, for a few thousand pounds each, as where there are only one or two large ones? I do not think corruption is more likely to exist, but I think more charges are likely to be made.
3365. But you do not think there is more likely to be corruption? I do not.
3366. Do you think there is any difficulty in letting the work in small contracts, or in dealing with the navvies and bricklayers direct—the Government finding the necessary plans? I think the difficulty is this—that a navy cannot enter into a bond and contract and give security, as is done in the case of large contracts. As long as a navy or any laboring man is paid a fair price, he goes on generally cheerfully with his labor; but if he meets with any unexpected difficulties, he might throw up the work at once.
3367. You have had no instances of that sort? I do not think we have.
3368. Where you have dealt directly with small contractors, the work has been done satisfactorily? It has. And I may say the same of contracts on the roads, as a rule.
3369. You have a great number of small contracts on the roads and bridges? Yes, we have.
3370. They are satisfactorily performed? They are, as a rule.
3371. Do you see any more difficulty in small railway contracts than in those? No, I do not. But I can see that it would cause a large amount of work, and there would be a necessity for entrusting the department charged with carrying out the works with very considerable latitude and responsibility. In fact the department could not carry out that system without they were thoroughly and entirely trusted.
- (*Mr. Walker here called the Chairman's attention to the inaudible tone in which the Honorable Member was examining the witness.*)
3372. Do you believe that we should go on giving 2s. 7½d. per yard for earthwork when we can get it done for 1s. 8d.? It depends upon the agent. If a large contractor brings a thoroughly efficient agent who understands his work, and is willing to carry it out properly, he ought to be able to do it cheaper than the small contractor.
3373. That is not an answer to my question. I asked you, do you think it is an advantage to the Colony to pay any contractor, large or small, 2s. 7½d. a yard for earthwork when you can get it done for 1s. 8d.? I do not; but, if the Government desire that the work should be carried out as it has been on the Northern Line they must distinctly understand that they will have to entrust the department with very large powers, in order to carry out that system satisfactorily.

- satisfactorily. It is absolutely necessary, if the work is to be carried out by such a system as we have used on the Northern Line.
3374. You have said that it would require only a small per centage on the contract to provide for the extra supervision and clerical duties? Yes; but it requires large powers in this way, that the department must have the power to make direct contracts with these men, without calling for tenders. There must be for the most part arrangements made on the spot.
3375. Were any tenders called for for the work under Sir Morton Peto's contract? No; it was an arrangement that it was to be without competition.
3376. Do you think that advisable? Generally, yes.
3377. You do? I do.
3378. Even if you have to pay 2s. 7½d. for what you can get done for 1s. 8d.? No.
3379. *By Mr. Laycock*: Are you aware what description of timber is supposed to be used in the construction of the various works? Ironbark.
3380. Are you aware that other descriptions of timber, such as gum and turpentine are used occasionally? I am not.
3381. Are you aware that many of the girders supplied, instead of being sound, are plugged at the ends, thereby boxing up myriads of the white ant? I am not.
3382. Are you aware that the white ant has attacked portions of the work? I have had a report that a few white ants from the old Stoney Creek bridge had got on to the new viaduct near that bridge; but attention was directly called to it.
3383. *By Mr. Parkes*: That was on the Northern Line? On the Northern Line.
3384. *By Mr. Lucas*: Whose duty is it to inspect the timber previous to its being used? The Inspector of Works.
3385. *By Mr. Parkes*: How many bridges are there between Parramatta and Campbelltown with brick piers and timber tops? I am afraid I could not say.
3386. But about—about twenty? Between fifteen and twenty.
3387. None of the bridges so constructed between Parramatta and Liverpool gave way in the last flood, did they? No.
3388. Did the recent flood have the effect of bursting any of the culverts, shewing that they were not of sufficient capacity? Between Sydney and Parramatta two double culverts were burst.
3389. In no other part of the line? No.
3390. Sir Morton Peto's agent, Mr. Rhodes, has addressed a letter to your department, or to the Government, offering to carry on the line of railway to Goulburn, has he not? He addressed a letter to the Premier, which was sent on to the Secretary for Public Works.
3391. Has any reply been given? A reply has been given.
3392. When? Within the last few days.
3393. Have you any objection to state the nature of that reply? Not if there is no objection on the part of the Government. I do not know whether, as Under Secretary, I am permitted to make the letter public. I have no objection to state, with the sanction of the Government, what the reply is.
3394. If the reply has been sent it must have become public—Mr. Rhodes has the power of making it public? Yes; but I am not aware whether I have the power—whether I, as Under Secretary, ought to communicate that reply before it is made public by the Government—I presume there can be no objection. The reply is to the effect that the Government must decline to enter into any future engagement with Mr. Rhodes, as agent of Sir Morton Peto and Co.
3395. Is that all of it? That is the general purport of it.
(*Mr. Hay rose to a Point of Order, as to whether it was not objectionable to call upon an Under Secretary to make public a letter in this way.*)
Mr. Parkes: I do not press the matter.
Mr. Arnold: The better way would be for the Honorable Member to hand the letter to the witness and ask him to read it.
3396. *By Mr. Parkes*: I will avail myself of the suggestion of the Honorable Secretary for Public Works. Is that (*handing a letter*) the letter sent to Mr. Rhodes? It is.
3397. Will you be good enough to read it to the Committee? (*The witness read the letter. Vide Appendix 7.*)
3398. Has any communication been made to Sir Morton Peto and Co. by the mail which left to-day, in pursuance of that letter? There has.
3399. To the effect intimated in this letter? To the effect intimated in this letter.
3400. *By Mr. J. Campbell*: In consequence of what has taken place before this House has the contractor gone on better with the railroad? I think not.

Captain B. H.
Martindale,
R. E.
14 June, 1860

APPENDIX.

(1.)

Department of Public Works,
Sydney, 21 May, 1860.

Sir,

In reference to your replies to questions Nos. 2442 to 2445 inclusive, asked you by the Committee of the Legislative Assembly, and your statement of the following morning to the Engineer-in-Chief for Railways, that Mr. Fowler had applied to you to alter that evidence, and that you had refused to do so on the ground that it was correct evidence, I am directed by the Secretary for Public Works to request that you will be so good as to state, by return of post, whether you have any desire to alter the replies

Copies of ques-
tions and
answers annexed

Captain B. H. Martindale, replies in question, Mr. Fowler having stated before the Committee, on the 18th instant, that your replies were the reverse of what you had intended.

R. E.

14 June, 1860. Samuel Willcox, Esq.,
West Maitland.

I have, &c.,
GERALD HALLIGAN,
(for the Under Secretary.)

2442. *By Mr. Arnold:* Has Mr. Fowler had anything to do with the contract of the Northern Line or been employed in any way under you? No.

2443. Has Mr. Fowler ever been employed by you? Professionally?

2444. Professionally? No.

2445. Has he ever been employed by you in any way? No.

(2.)

*Great Northern Railway,
Black Creek, May 23, 1860.*

Sir,

I beg to acknowledge the receipt of your letter of the 21st instant, asking if I desire to alter my replies to questions Nos. 2442 to 2445 inclusive, which were put to me by the Committee of the Legislative Council.

In reply, I have the honor to inform you, that the answers given by me to those questions were exactly what I intended, nor do I wish to make alterations in them.

I may add, that, when my examination was concluded, Mr. Fowler remonstrated with me respecting that portion of my evidence relating to himself. Upon which occasion I told him that, although I had often been present during his conversations with Mr. Rhodes upon Railway matters, and had conversed with him myself, still he had never acted for me, nor ever been consulted with regard to the Northern Line. I therefore objected to make any alteration in the evidence I gave before the Committee of the Legislative Assembly.

Captain Martindale.

I have, &c.,
SAML. WILLCOX.

(3.)

MINUTE.

Commissioner to Chief Clerk, Railway Branch.

Referring to replies Nos. 2852 and 2854, given by Mr. Fowler before the Committee of the Legislative Assembly, the Chief Clerk, Railway Branch, will please state what he knows of the matters therein referred to,

B. H. M.
19/5/60.

Chief Clerk, Railway Branch, to Commissioner.

In reference to the replies above referred to, I have to state that on the 1st March last, Captain Martindale handed to me two notes received from Mr. Fowler, and a rough draft of a letter to that gentleman in reply to one of the said notes, alluded to as "a scrap of paper," and directed me to consult with the Crown Solicitor on the matter. In consequence of the Crown Solicitor's advice, and by Captain Martindale's direction, I saw Mr. Want about 5 o'clock p.m. the same day, and informed him of the purport of the note in question and of Captain Martindale's reply, with an intimation that he could see the papers if he thought it worth his while.

The next morning (2nd March), about 9 o'clock, Mr. Want called at the Railway Office, and requested to see the papers, which I shewed to him. After reading them, Mr. Want expressed in very strong terms his disapproval of the proceedings of Mr. Fowler.

About two or three hours after Mr. Want had seen the papers, Mr. Fowler applied to me to obtain for him a private interview with Captain Martindale. This Captain Martindale refused, and directed me to inform Mr. Fowler that if he wished an interview I must be present. Mr. Fowler then said, "he didn't care who was present;" and by Captain Martindale's direction I was in the room throughout the conversation.

I have a distinct recollection of what took place, and can positively state that Mr. Fowler did not during the conversation, or at any time, request that the conversation should be considered private, nor did Captain Martindale give four distinct promises, or any promise at all, that it was to be so considered, nor did he give me any directions to that effect; but, on the contrary, Captain Martindale informed Mr. Fowler that whatever he had to propose should be put in writing, and he would submit it to the Government in the usual way, as he could do nothing privately.

R. MOODY,
Chief Clerk.
21/5/60.

(4.)

69, Elizabeth-street,
1 March, 1860.

My dear Sir,

I wish to see you on particular and important business, will you oblige me by saying at what hour it will be convenient for me to wait upon you.

Capt. B. H. Martindale.

Yours, &c.,
CHARLES FOWLER.

(5.)

Capt. B. H. Martindale,

Will you oblige me with the draft form of contract, as I do not wish Mr. Want to know what we are endeavoring to conclude.

Yours, &c.,
C. FOWLER.

(6.)

(6.)

Department of Public Works,
Sydney, 1 March, 1860.

Captain B. H.
Martindale,
R. E.

Sir,

In reply to your note of this day's date, just received, in which you say, "will you oblige me with the draft form of contract, as I do not wish Mr. Want to know what we are endeavoring to conclude," I have the honor to remind you that at the interview which I gave you this morning, in compliance with your written request, I informed you, upon your expressing a desire to see the bond and contract to be signed by Sir S. M. Peto and Co.'s agents, that it was in the possession of Mr. Want, to whom I begged to refer you. To that reply I must adhere, I cannot consent to take part in any matter involving concealment.

I must further take exception to your expression "what we are endeavoring to conclude." In reply to your statement at your interview with me this morning, that you were anxious that the disputes between the Engineer-in-Chief and Mr. Rhodes should be terminated, and that you were desirous to know if I had any course to suggest, I informed you that in my opinion the course for Mr. Rhodes to pursue was to sign the usual bond and contract, in accordance with his agreement, and to proceed in accordance with its stipulations with the works to be performed under it, carrying them out in compliance with the directions of the Engineer-in-Chief.

I have, &c.,

B. H. MARTINDALE.

Charles Fowler, Esq.

14 June, 1860.

(7.)

Department of Public Works,
Sydney, 12 June, 1860.

(730.)

Sir,

I am directed by the Secretary for Public Works to acknowledge your letter of the 23rd ultimo, submitting a proposal to construct a line of Railway from Campbelltown to Goulburn, and in reply to inform you that the general question of Extension will in due course engage the attention of the Government; but I am to add that the mode in which the contracts hitherto taken by Sir S. M. Peto and Co. have been carried out by you as one of their agents, has been and is so unsatisfactory, that the Government will, in future, refuse to enter into any engagement with you as the agent of that Firm, and intend to intimate their determination to Sir S. M. Peto and Co., without delay, and to request, in regard to the existing contract, that you may be replaced here by another agent as early as practicable.

I have, &c.,

B. H. MARTINDALE.

A. Rhodes, Esq.,

Elizabeth-street.

(8.)

SCHEDULE of the Prices paid for Works executed on the Lochinvar Extension.

	s.	d.	s.	d.	
Cutting to embankment (earth)	1	4	to	2	0 per cubic yard.
Do. do. (rock)	2	4	to	3	9 "
Side-cutting to embankment	1	1	to	1	1½ "
Brickwork in culverts (including all materials except bricks)	16	0			"
Ditto ordinary (labor only)	7	8			"
Ditto ditto (labor, sand, and water)	9	6			"
Erecting bridges and viaducts (labor only)	0	10½	to	1	6 per cubic foot.
Ironbark timber 14" x 14"	2	0	to	2	3 per lineal foot.
Ditto 14" x 12"	1	11			"
Ditto 12" x 12"	1	6	to	2	3 "
Wrought iron bolts, nuts, &c.	0	4½	to	0	6 per lb.
Bricks (including cartage)	45	0	to	62	0 per thousand.
Sleepers	2	0			each.
Fencing (including materials)	8	0	to	9	0 per rod.
Laying permanent way:—					
On formation	1	6			per lineal yard.
On ballast	1	9			"
On bridges	2	6			"
Ballasting permanent way:—					
Excavating, filling, leading, breaking, and spreading	4	6			per cubic yard.
Fencing between Lochinvar and Singleton	7	6	to	8	3 per rod.

N.B.—The Government find the whole or a portion of the necessary plant according to agreement.

1859.

Legislative Assembly.

NEW SOUTH WALES.

MR. DAVID MORRIS.

(COMPLAINING OF EJECTION FROM CERTAIN LANDS.)

Ordered by the Legislative Assembly to be Printed, 9 September, 1859.

To the Honorable the Legislative Assembly of the Colony of New South Wales, assembled.

The Petition of David Morris, carpenter, of Newcastle,—

HUMBLY SHEWETH:—

That your Petitioner leased an allotment of land for 21 years from His Lordship, the Bishop of Newcastle, at Honeysuckle Point, on which he built a residence for himself and family.

That your Petitioner was summarily ejected therefrom, and his house pulled down by order of the Railway Commissioners, without compensation.

That your Petitioner is disabled by infirmity from doing ordinary work, and by dint of hard saving had managed to accumulate the above-mentioned property as a stand by for his wife and nine children, and that, by the seizure of his property as aforesaid, he is reduced to utter destitution.

Your Petitioner therefore humbly prays your Honorable Assembly will afford him redress, which he has been utterly unable to obtain in any other way.

And your Petitioner will ever pray, &c.

DAVID MORRIS.

*Newcastle,**27 August, 1859.*

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

CLAIMS OF MR. DAVID MORRIS AND OTHERS.

REPORT FROM THE SELECT COMMITTEE

ON THE

CLAIMS OF MR. DAVID MORRIS AND OTHERS;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND

APPENDIX.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,

3 *May*, 1860.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1860.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE LEGISLATIVE ASSEMBLY.

VOTES No. 12. TUESDAY, 20 SEPTEMBER, 1859.

8. Mr. David Morris:—Mr. Hodgson moved, pursuant to *amended* notice,—
 (1.) That a Select Committee—with liberty to send for persons and papers—be appointed to inquire into and report upon the claims of Mr. David Morris and others who have been hitherto unable to obtain compensation for lands and tenements from which—on account of Railway purposes—they have been summarily ejected, at Honeysuckle Point, Newcastle.
 (2.) That such Committee consist of Mr. Robertson,* Mr. Hay, Mr. Flood,† Mr. Close, Mr. Loder,‡ Capt. Russell, Mr. Cape,§ and the Mover.
 Debate ensued.
 Question put.
 The House divided.

Ayes, 32. Noes, 25.

* * * * *

* Seat declared vacant, 8 March, 1860. † Seat declared vacant, 30 September, 1859.
 ‡ Seat declared vacant, 6 March, 1860. § Seat declared vacant, 14 April, 1860.

VOTES No. 43. THURSDAY, 15 DECEMBER, 1859.

19. Attendance of Member of Legislative Council :—Mr. Hodgson moved, without previous notice, that the following Message be carried to the Legislative Council :—

MR. PRESIDENT,

The Legislative Assembly having appointed a Select Committee “to inquire into and report upon the Claims of Mr. David Morris and others,” and that Committee being desirous to examine the Honorable James Mitchell, Esquire, in reference thereto, begs to request that the Legislative Council will give leave to its said Member to attend accordingly, on such day and days as shall be arranged between him and the said Committee.

Legislative Assembly Chamber,
 Sydney 15th December, 1859.

Speaker.

* * * * *

15. Attendance of Member of Legislative Council :—The Speaker reported that whilst the House was in Committee, the following Message was received from the Legislative Council :—

MR. SPEAKER,

In answer to the Message from the Legislative Assembly, dated this day, requesting leave for the Honorable James Mitchell, a Member of the Legislative Council, to attend and be examined before a Select Committee of the Legislative Assembly appointed to “inquire into and report upon the claims of Mr. David Morris and others,” the Council acquaints the Assembly that leave has been granted to its said Member to attend and be examined by the said Committee, if he think fit.

Legislative Council Chamber,
 Sydney, 15th December, 1859.

W. W. BURTON,
 President.

VOTES No. 86. THURSDAY, 26 APRIL, 1860.

14. Mr. David Morris :—Mr. Hodgson moved, pursuant to notice, That Mr. Gordon be added to the Select Committee on the case of David Morris and others.
 Question put and passed.

VOTES No. 90. THURSDAY, 3 MAY, 1860.

3. Mr. David Morris (*and others*) :—Mr. Hodgson, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee to whom was referred on the 20th September last, the case of Mr. David Morris (*and others, who claimed compensation for Lands and Tenements at Honeysuckle Point, Newcastle, from which—on account of Railway purposes—they alleged they had been summarily ejected*), together with Appendix.
 Ordered to be printed.

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1859-60.

CLAIMS OF MR. DAVID MORRIS AND OTHERS.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on 20th September, 1859, "to inquire into and report upon the claims of Mr. David Morris and others, who have been hitherto unable to obtain compensation for lands and tenements from which—on account of Railway purposes—they have been summarily ejected at Honeysuckle Point, Newcastle"—have agreed to the following Report:—

Your Committee have held ten meetings, examined ten witnesses, and carefully considered a written document forwarded by the Bishop of Newcastle, which is appended to the evidence.

It would appear that in 1854, the Hunter Railway Company, in conformity with the provisions contained in their Railway Act, took possession of the whole of the land known as the Honeysuckle Point Estate, containing about 22 acres, leased at that time to certain tenants, resident and non-resident, by the Bishop of Newcastle for a period of 21 years. (*For form of lease, Vide Appendix C.*)

In the formation of the Hunter River Railway, it was deemed necessary by that Company not only to take possession of the land at Honeysuckle Point, but also to pull down and remove certain buildings and fences erected by the tenants, more especially those of Mrs. Paynter, Messrs. Page, Morley, Yarwood, and David Morris,* by which they all suffered a very serious loss, and up to the present time have received no compensation.

The Government, having adopted the policy of taking the Railways out of the hands of private companies into their own, bought the interest of the Hunter River Railway Company in 1855, and retained possession of the Honeysuckle Point Estate, which they still hold, and cannot give up, permitting some of the tenants to occupy on sufferance that portion of it which is not required for the Railway Terminus, the workshops, &c.

It appears to your Committee, from the evidence which has been taken, that the Government cannot legally deal with the tenants, owing to the leases being invalid in law, having been only signed by the Bishop of Newcastle for and on behalf of the Trustees, when, in fact, His Lordship was not a Trustee, had no authority to lease, and had no "estate" in

* *Vide Evidence,*
Q. 417.

in the land;—and yet the tenants have no remedy against the Bishop, in consequence of their having accepted informal covenants.

*Vide Evidence,
Qs. 242, 243.

It would also appear doubtful* whether the Trustees themselves—Messrs. A. W. Scott and Croasdill—had any power to grant leases, although the former forwarded to the Hunter River Railway Company on July 29th, 1854, through Mr. H. K. James, a claim for compensation at the rate of £1,500 per acre, “free and clear of all deductions whatsoever, for compensation to present lessees, occupants, or otherwise”—thereby acknowledging the presence and existence of tenants upon the Honeysuckle Point Estate.

Whilst your Committee entirely exonerate the Bishop of Newcastle from having acted otherwise than *bonâ fide* in the granting of these leases, they cannot avoid expressing their surprise that his Lordship was permitted to issue them, even so far back as 1851, without any remonstrance on the part of the Trustees, one of whom, Mr. Croasdill, according to the evidence of Mr. Simon Kemp and Dr. Brooks, was not only cognizant of these leases being granted, but sold building materials to one of the tenants, Paynter, and superintended the erection of Paynter's house, which is brought forward by Mr. Williams* in his evidence as one reason why the Government should not pay the lessees.

*Vide Evidence,
Q. 148.

Your Committee are clearly of opinion that some cases of peculiar hardship have been made out; that these tenants might not have been disturbed had not their lands been taken for Railway purposes; but they consider it would be unsafe to particularise, and give compensation in some cases without embracing the whole.

*Vide Evidence,
Q. 251.

Your Committee coincide in the following mode of settlement proposed by Mr. Barker,*—that there should be one compulsory Arbitration, to which the Trustees and all the lessees should be parties; that the Arbitrators should be directed, in the first place, to determine the total value of the land taken, and that they should then direct that amount to be paid by the Government, in proportions to be specified in the award, appropriating to each of the tenants such compensation as the Arbitrators may in their discretion decide upon, the remainder being paid to the Trustees.

*Vide Evidence,
Q. 352.

Mr. Greenway, in the absence of Mr. Croasdill in England, has a power of attorney to act for Mr. Croasdill.*

ARTHUR HODGSON,
Chairman.

Legislative Assembly Chamber,
Sydney, 3 May, 1860.

PROCEEDINGS OF THE COMMITTEE.

TUESDAY, 27 SEPTEMBER, 1859.

MEMBERS PRESENT :—

Mr. Hay,	|	Mr. Loder,
Mr. Hodgson,	|	Mr. Russell.

A. Hodgson, Esquire, called to the Chair.

The Clerk, by direction of the Chairman, read the Resolution of the House appointing the Committee; also the Petition of Mr. David Morris.

Motion made (*Mr. Loder*) and *Question*,—That evidence be taken upon the allegations contained in Mr. Morris's Petition,—*agreed to*.

H. K. James, Esq., called in and examined.

The Chairman laid before the Committee the lease issued to Mr. David Morris by the Right Reverend the Lord Bishop of Newcastle.

[Committee adjourned till Thursday, 29th instant, at *Eleven o'clock*.]

THURSDAY, 29 SEPTEMBER, 1859.

MEMBERS PRESENT :—

A. Hodgson, Esquire, in the Chair.		
Mr. Cape,	|	Mr. Russell,
Mr. Robertson,	|	Mr. Hay,
Mr. Loder.		

C. Kemp, Esq., called in and examined.

Captain Mann, R.E., *Engineer-in-Chief, and Superintendent at the Fitzroy Dock*, called in and examined.

J. Williams, Esq., *Crown Solicitor*, called in and examined.

Mr. Robertson, at the request of the Committee, agreed to give immediate instructions to the Chief Commissioner for Railways to furnish a plan of the ground in question at Honeysuckle Point, Newcastle, shewing the course of the Railway through it.

Committee then decided on calling Mr. Nealds and Mr. Barker to give evidence, the former gentleman to be requested to look carefully into all documents which may be in the possession of the Railway Authorities, having reference to the subject of inquiry, and otherwise to refresh his memory in reference to the matter as regards the action taken by the Hunter River Railway Company during his term of office under that Company.

[Committee adjourned till Thursday, 6th proximo, at *Eleven o'clock*.]

THURSDAY, 6 OCTOBER, 1859.

MEMBERS PRESENT :—

A. Hodgson, Esquire, in the Chair.		
Mr. Loder,	|	Mr. Close,
Mr. Hay,	|	Mr. Russell,
Mr. Cape.		

C. J. Nealds, Esq., *Traffic Manager, Railway Department*, called in and examined.

The plan required by the Committee at their last meeting not having been received from the Railway Authorities, the Chairman directed the Clerk to make application for its immediate production,—

And Witness having withdrawn, pending the result of the application,—

W. Barker, Esq., *Solicitor*, called in and examined.

Witness withdrew.

Former Witness (Mr. Nealds) recalled and further examined.

The plan applied for not having been furnished, the Clerk was instructed to make inquiry as to the cause, and to urge upon the Chief Commissioner for Railways the necessity of immediate compliance with the direction of the Committee, conveyed to him through the Minister for Lands and Works.

[Committee adjourned till to-morrow, at *Twelve o'clock*.]

FRIDAY, 7 OCTOBER, 1859.

MEMBERS PRESENT :—

A. Hodgson, Esquire, in the Chair.		
Mr. Close,	|	Mr. Loder,
Mr. Russell.		

A. W. Scott, Esq., *M.P.*, examined.

[Committee adjourned till Thursday, 13th instant, at *Eleven o'clock*.]

THURSDAY,

THURSDAY, 13 OCTOBER, 1859.

MEMBERS PRESENT:—

A. Hodgson, Esquire, in the Chair.

Mr. Russell,	|	Mr. Close,
	|	Mr. Hay.

S. Kemp, Esq., called in and examined.

[Committee adjourned.]

THURSDAY, 27 OCTOBER, 1859.

In consequence of the adjournment of the House from the 26th instant till the 29th proximo, the meeting of the Committee, called for this day, lapsed.

THURSDAY, 8 DECEMBER, 1859.

MEMBERS PRESENT:—

Mr. Hodgson,		Mr. Russell.
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There not being a Quorum present, the meeting of the Committee, called for this day, lapsed.

THURSDAY, 15 DECEMBER, 1859.

MEMBERS PRESENT:—

A. Hodgson, Esquire, in the Chair.

Mr. Cape,	|	Mr. Loder,
Mr. Close,	|	Mr. Russell.

W. Brooks, Esq., *M.D.*, called in and examined.

Witness withdrew.

The Chairman produced the plan of the Honeysuckle Point Estate, as furnished by the Chief Commissioner for Railways, in compliance with an instruction from the Minister for Lands, at the instance of the Committee on the 29th September last.

Committee deliberated.

[Adjourned till Wednesday, 21st instant, at Twelve o'clock.]

WEDNESDAY, 21 DECEMBER, 1859.

MEMBERS PRESENT:—

A. Hodgson, Esquire, in the Chair.

Mr. Loder,		Mr. Russell.
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The Honorable J. Mitchell, Esq., *M.L.C.*, attending by permission of the Legislative Council, examined.

Witness withdrew.

Committee deliberated relative to their further course of procedure.

It was Resolved:—

- (1.) That a letter be addressed to the Lord Bishop of Newcastle, requesting his Lordship to name a day on which it may be convenient to favor the Committee with any information, either personally or by letter.
- (2.) That a complete copy of the evidence taken before the Committee be at the same time transmitted to his Lordship.

[Adjourned.]

FRIDAY, 27 APRIL, 1860.

MEMBERS PRESENT:—

A. Hodgson, Esquire, in the Chair.

Mr. Close,	|	Mr. Hay,
	|	Mr. Russell.

The Chairman, referring to the Resolutions agreed to at the last meeting, informed the Committee that a letter accordingly had been addressed to the Lord Bishop of Newcastle on the 10th instant, accompanied, as directed, by a complete copy of the evidence taken before them; and that his Lordship had been pleased to reply thereto, under date the 15th instant.

The Lord Bishop's letter, embodying a statement of observations on the Evidence, personal explanations, and suggestions for the settlement of the claims, and transmitting certain private documents and correspondence for the satisfaction of the Committee, read and considered.

Committee deliberated.

It was Resolved:—

That it is unnecessary to enter upon the several enclosures in his Lordship's letter, and that the same be therefore returned, in compliance with the suggestion in the postscript to such letter.

It was further Resolved :—

That the letter addressed to the Bishop of Newcastle, on the 10th instant, together with his Lordship's reply, now before the Committee, be respectively appended to the Report when brought up to the House. (*Vide Separate Appendix, A and B*)

[Committee adjourned till Tuesday, 1st proximo, at Ten o'clock.]

TUESDAY, 1 MAY, 1860.

MEMBERS PRESENT :—

A. Hodgson, Esquire, in the Chair.

Mr. Close,

Mr. Russell.

Mr. Hay,

Committee having met,—

It was Resolved :—

That the original lease for lands at Honeysuckle Point, in favor of Mr. David Morris, received, 27th September, 1859, form a further Appendix to the Report of this Committee. (*Vide Separate Appendix, C.*)

The Chairman laid before the Committee a Draft Report.

Draft Report read.

Committee deliberated;—it being considered that the Committee were not in a position so to report as in any way to ensure the settlement of the claims of the various tenants, inasmuch as the recommendation of any particular course would not be binding upon the parties.

And Committee requiring a detailed statement of the several claims, intended to have been supplied by Dr. Brooks, a witness examined before the Committee (*Vide Question 482*), it appeared from a private note that such witness had found himself unable to afford the information, the papers upon the subject having been transferred from the hands of Mr. W. Barker to those of Mr. J. Williams, Crown Solicitor a witness previously examined before the Committee;—

Whereupon Motion made and *Question*,—That Mr. J. Williams, Crown Solicitor, be re-called for the purpose of being further examined, and producing the documents in question,—*agreed to.*

[Adjourned till Thursday, 3rd instant, at Ten o'clock.]

THURSDAY, 3 MAY, 1860.

MEMBERS PRESENT :—

A. Hodgson, Esquire, in the Chair.

Mr. Close,

Mr. Russell.

Mr. Hay,

Committee having met,—

J. Williams, Esq., *Crown Solicitor*, called in and further examined.

Witness withdrew.

Committee resumed the consideration of the Draft Report produced by the Chairman, and read at the last meeting, and the same having been *verbally* amended,—

Motion made (*Mr. Close*) and *Question*,—That the Report, as amended, be the Report of this Committee—*agreed to.*

Chairman requested to report to the House.

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1859.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

PETITION OF MR. DAVID MORRIS.

TUESDAY, 27 SEPTEMBER, 1859.

Present:—

MR. RUSSELL,
MR. LODER,MR. HAY,
MR. HODGSON.

ARTHUR HODGSON, ESQ., IN THE CHAIR.

Henry Kerrison James, Esq., called in and examined:—

1. *By the Chairman*: I believe you are Registrar to the Bishop of Newcastle? Yes, Acting H. K. James, Registrar to the Diocese. Esq.
2. How long have you been so? Ever since the Bishop's arrival, in the year 1847.
3. Do you know the estate at Honeysuckle Point, which is involved in the question referred to this Committee? Yes. 27 Sept., 1859.
4. Was that estate purchased by the Bishop of Sydney? No; it was purchased by certain subscribers to the creation of a Grammar School, which it was intended to have established there.
5. Do you remember the date of the purchase? In September, 1840.
6. How was it purchased? It was purchased from the Crown, in the name of Dr. Mitchell, as treasurer to the fund, and the grant issued to him.
7. Was it purchased at auction, or privately? At auction.
8. Do you know who actually bought it? I believe that Dr. Mitchell attended the sale and bought it.
9. Do you know the amount paid for this land? Eight hundred and three pounds fifteen shillings.
10. Do you know the number of acres it contains? I think between twenty and thirty acres, but I speak from memory.
11. Did you ever see the grant from the Crown to Dr. Mitchell of this land? Not that I remember.
12. Did you ever see any deed in connection with this land? I saw a trust deed which was executed some time afterwards.
13. Was that trust deed ever in your possession? Yes; it is in my possession now.
14. Who are the trustees named in that deed? Mr. Walker Scott and Mr. Croasdill.
15. Is the name of any other party introduced into that deed as a trustee? Not as a trustee.
16. Can you tell the Committee by whom the trustees were appointed? Mr. Walker Scott was appointed to represent the subscribers to the proposed Grammar School, and Mr. Croasdill was nominated by the then Bishop of Sydney to represent the Society for Promoting Christian Knowledge.
17. Was the then Bishop of Sydney a trustee? No.
18. Is the present Bishop of Newcastle a trustee? No.
19. Is he *ex officio* a trustee? I think not.

- H. K. James, Esq.
27 Sept., 1859.
20. Do you call this estate at Honcysuckle Point Church and School land? It is variously styled; it may be called Church and School land, but I should not call it so. I should call it Grammar School or College land. It was bought for the express purpose of forming a site for a Church of England Grammar School.
21. Did it at any time come within your knowledge that the late Bishop of Australia borrowed money from the Society for Promoting Christian Knowledge for the purchase of this land, and if so, to what extent? I do not think the late Bishop borrowed the money expressly for this purpose. The Society, at the instance, I think, of Mr. Justice Burton, had offered the loan of £3,000 for collegiate purposes in Australia, and the Bishop devoted £500 of that £3,000 in aid of the Grammar School; so that the Society, through him, contributed that amount to the purchase of this land.
22. You tell the Committee that this land cost £800, £500 of which was borrowed from this Society—can you tell how the remaining £300 were raised? By private subscriptions of colonists of that time.
23. Was a testimonial fund to Sir William Burton mixed up in any way with this money? Not at all. The gross amount of private subscriptions was £650, and there is now a balance in hand to the amount of the difference. It was not all paid up at the time the purchase-money had to be paid to the Government.
24. Can you say who suggested the site in the first instance? The Scott family, I believe, who all took great interest in the undertaking.
25. Do you know whether this estate was lying idle till the arrival of the Bishop of Newcastle in the Colony? I believe it was.
26. Are you aware that the Bishop of Newcastle took it upon himself to issue certain leases of this land? His Lordship informed me that he had done so some years ago: I did not know of it at the time.
27. You know the signature of the Bishop of Newcastle? Yes.
28. Is the signature of the Bishop of Newcastle attached to this lease? (*Lease in favor of David Morris for lands at Honcysuckle Point.*) It is.
29. Are you aware of the number of leases which have been issued? No.
30. Have you any idea of the name of the party who drew up this lease? No.
31. Do you know the signature of the attesting witness to that deed? Yes, it is the signature of Mr. Simon Kemp, the Church Trustee at Newcastle.
32. Are you aware whether Mr. Kemp had any power to act as the Bishop's agent in the matter of these leases? I am not aware.
33. *By Mr. Hay*: Do you know the date of the trust deed? July, 1844.
34. What was the date of the arrival of the Bishop of Newcastle in the Colony? The end of 1847.
35. What is the date of the lease? January, 1851.
36. Was the land re-conveyed by Dr. Mitchell to the trustees? I believe so.
37. Are you aware whether the trustees gave any notice to the Bishop of Newcastle, or to the lessees at any time, with respect to the absence of any right on the part of the Bishop to deal with this land? No, I am not aware how the discovery of the irregularity was first made. Mr. Croasdill, one of the trustees, was on the spot during the whole time the business of leasing was going on; he was a resident at Newcastle, and must have been aware of the Bishop's proceeding. I think it impossible for Mr. Croasdill to have been ignorant of it, for he took a deep interest about this land, having on a former occasion expressed a very strong opinion as to the prospective value of it, when the Bishop of Australia desired to sell it, with a view of obtaining some other site. He must have seen the houses and improvements going on, but I believe he never said a word on the subject, or communicated any objection to the Bishop.
38. No communications passed through you with respect to it? Between me and whom?
39. The trustees, with respect to the leasing of the land by the Bishop of Newcastle? No.
40. Do you recollect when it was first brought officially under your notice? I do not think I heard anything about the land being leased until March or April, 1853.
41. Do you recollect what was the particular point then brought under your notice? The Bishop of Newcastle, in August, 1852, inquired for some information about the title to this land, and from that time till March or April 1853, the subject was casually mentioned in our general correspondence, chiefly with reference to the balance of the subscription fund; I do not recollect whether I made special search for the papers or accidentally discovered them, but I found them all together, and sent a copy of the trust deed to the Bishop; and it was then his Lordship informed me that he had granted leases, and that this deed was exceedingly embarrassing to him, expressing his surprise at the same time that it should have been forgotten. That was in April, 1853.
42. But you say you were not aware up to that time that the Bishop had been dealing with the land? No, I had not before heard of it.
43. So that you were not led to make any search for the deeds of the land? No.
44. You said the Scott family had taken a deep interest in the scheme for a Grammar School? Yes.
45. Was Mr. Walker Scott living at Ash Island during all the time the Bishop was granting these leases? I am not sure he was there; I have heard that he was absent about the time these lands were being leased.
46. Are you aware whether there was any application ever made on the part of the Bishop of Newcastle, or on the part of the lessees, to have the leases confirmed by the trustees? I heard such an application had been made when the discovery arose as to the deeds.
47. But no application was made through you? No application could be made through me, because the trustees were both on the spot; nor do I know officially that any application was made.

made. Neither the lessees nor anybody on their behalf took the trouble to inquire for the deeds, nor used the most ordinary precautions to examine their title before they accepted the leases. A simple inquiry would at once have elicited all particulars, and prevented all this trouble. H. K. James,
Esq.
27 Sept., 1859.

48. In such cases is it usual to apply to the Bishop's Registrar for information—is he the proper channel to apply to for information with regard to lands in which the Church has an interest? No; I think persons treating for Church property should make legal searches, as in all other cases. If a solicitor drew up this deed (I do not know whether a solicitor was employed or not) I should have imagined that he would have at once inquired into the Bishop's powers to act for the trustees, for the leases disclose notice that the Bishop does not act for himself. I should have thought a solicitor would have sought out the trustees and have made them parties to the leases. I would not have accepted such a lease as that.

49. I suppose you would not have granted such a lease without the authority of the trustees? No; but I have no doubt the Bishop considered himself to be *ex officio* a trustee. The Society for Promoting Christian Knowledge had a title to five-eighths of the land, and the Bishop, forgetful of the precise terms of the trust, might very naturally suppose that he represented the society.

50. On the Bishop's arrival in the Colony did you, in your official capacity, call his Lordship's attention to the deeds affecting this land? I shewed these papers to his Lordship amongst many others. Of course this was one of very many subjects brought under the Bishop's notice when he first took charge of the diocese, and it is quite possible, therefore, that the details escaped his Lordship's memory.

51. In point of fact, he did not refer to you for information on this subject before granting these leases? No.

52. *By the Chairman:* Are you aware how the balance alluded to in your evidence has been expended, if expended at all? It has not been expended; it is still in the hands of the treasurer.

53. Could you tell the Committee what is the probable amount of that balance at the present time? Something under £350.

54. *By Mr. Hay:* That is the original sum? The balance of the original subscription.

55. *By the Chairman:* Are you aware of the present approximate value of that estate at Honeysuckle Point? I forget the valuation which I was instructed to communicate to the railway authorities; some very large sum—£30,000 or £40,000.

56. Did you ever hear that the Bishop of Newcastle called a meeting at Newcastle previous to the issue of these leases? For what purpose?

57. To explain that he was about to issue these leases? I do not remember having heard of it.

THURSDAY, 29 SEPTEMBER, 1859.

Present:—

MR. HODGSON,
CAPTAIN RUSSELL,

MR. LODER,
MR. CAPE,

MR. HAY.

ARTHUR HODGSON, ESQ., IN THE CHAIR.

Charles Kemp, Esq., called in and examined:—

58. *By the Chairman:* Were you at one time chairman of the Hunter River Railway Company? Yes. C. Kemp,
Esq.

59. During what period? During the period of the company's existence. I was elected chairman as soon as it could be done, and remained chairman until the railway was sold to the Government. 29 Sept., 1859.

60. In what year did your duties as chairman cease? I think it was in 1854; but I am not quite certain.

61. Under what circumstances did your duties cease? The Government adopted the policy that railways should be in their hands instead of in the hands of private companies. I believe they were actuated by the fact that the companies had exhausted all their means; and the Government said, as will be found in the correspondence, that if they had to find the money they had better take the management; and they, therefore, bought the interest of the two companies—the Sydney Company and the Hunter River Company.

62. Do you know Honeysuckle Point, at Newcastle? Very well.

63. Did the company of which you were chairman take possession of any land on that point for a railway terminus? Yes.

64. Who did the land belong to? We took possession of it under the impression that it belonged to the Church in some way, and it had been let, we knew, either by or under the authority of the Bishop of Newcastle, to some twenty tenants.

65. Was it called Church and School land? It was.

66. Do you know the names of the gentlemen who were the trustees at that time? I have learned since.

67. Who were they? Mr. Alexander Walker Scott, now a Member of the Assembly, and Mr. William Crossdill, who was then in the service of the Australian Agricultural Company, and is now in England. The land, it appears, had been purchased partly by private subscription.

C. Kemp,
Esq.

29 Sept., 1859.

subscription and partly by a sum supplied by the then Bishop of Australia, belonging to the Society for the Promotion of Christian Knowledge, as a site for a Grammar School.

68. Are you aware whether the Bishop of Newcastle was a trustee? I am not; I believe he was not; I have seen a document in which Mr. Scott and Mr. Croasdill declared themselves trustees.

69. You have seen the trust deed in fact? I would not like to use the formal term, but I have seen a document in which that is stated and acknowledged by them.

70. Was the land at Honeysuckle Point occupied when you took possession of it? A considerable portion of it; I could not say whether it all was.

71. By whom? I cannot recollect all the names: Mr. Bingle claimed some; Mr. Stacey claimed some, and had an iron cottage upon it; a person named Yarwood, another named Hinton, and I think a Mr. Baker. But I would refer the Committee more particularly, if they want precise information, to Mr. Nealds, who was Secretary to the company, and is now in the employment of the Railway Department; and I would suggest that he should be instructed to bring the papers and the applications from the various parties, which would give the exact information the Committee require.

72. Did you take forcible possession of the land? The matter was transacted in the usual way, through the solicitor. Notices were given which expired some time before we actually required possession of the land. We directed the servants and officers of the company not to dispossess any of these people until the land was actually required; but I did hear that in one case an oven was pulled down by force; the parties having retained possession after the legal notice had expired, wanted to make out some kind of tenancy, so I was told.

73. Do you know the name of David Morris as one of these tenants? I recollect the name in connection with it, but I do not recollect any particulars as to his case. I would observe to the Committee that my attention has not been drawn to the matter for more than four years.

74. Was any claim made on the Hunter River Company by the then occupants of Honeysuckle Point? By most of them.

75. Will the papers in Mr. Nealds' possession explain the nature of such claims? I have no doubt he will be able to bring the claims themselves.

76. Could you give the Committee any reason why you could not satisfy those claims at the time? There were several reasons. I had had some information privately that the Bishop was not a trustee, when we took this land, and, of course, I mentioned it to the Board, when the question of these claims came up, but the company was desirous of dealing with these people who were actually in possession, and giving them, at any rate, the value of their improvements, leaving the question of their legal status, which we did not think we ought to enter into, to be settled afterwards, by whatever course they could pursue. Arbitrators were appointed—Mr. Blackett, on the part of the company, and Mr. Barker, of Norton, Son, and Barker, went down to represent us, but they could not get any cases on. Then the claims were so very exorbitant that we could not enter into them, and we were obliged to leave them to their legal remedy. I would state, for instance, that Mr. Bingle, who had not improved his land in any way, held one allotment for which he told me he had given £7, and he claimed £6,000 for this leasehold of a little over two acres; the lease having, as we found by the dates, about seventeen years to run. Mr. Stacey had put up an iron cottage (I think he had two allotments, but I am giving the quantities merely as an approximation) and he also claimed £6,000 and the value of his improvements. There was a person named Hinton who claimed £1,000 for a very small log hut that he had put up, and on my remonstrating with him about it, having known him when he was a boy, and saying that I was surprised he should have put in such a claim, he said he had intended to put in for £500, but had been persuaded to make it £1,000. There were many other claims of an exorbitant nature. I think, in round numbers, these tenants claimed about £30,000. In the midst of it the matter was made more complex by a written notice from Mr. Scott and Mr. Croasdill, telling us that these leases were illegal; that whatever improvements were on the land belonged to them, and that they wanted thirty and some thousand pounds for the land. So that, altogether, for these twenty-two acres of land at one corner of Newcastle, there was an attempt made, I must say, to extort something like £60,000 from the Railway Company; in fact the matter became so complicated, that we did not see any way out of it, except by some legal measure. But as I believe the Bishop acted *bonâ fide*, and as the parties who took the land from him certainly did so as men who believed that he had a good title to dispose of the land, I have always thought they had a claim, although the leases were perfectly invalid in law.

77. Do you know the value of this land at Honeysuckle Point? I formed an idea myself at the time that its value might have been from £800 to £1,000 an acre; I did not think it was worth it, but that amount might have been got for it then, for just at that time the Australian Agricultural Company got extraordinary prices for some of their land. I think they got £400 for allotments of a quarter of an acre.

78. To whom on your retirement did you hand over the papers and documents of the company? To the Railway Commissioners.

79. I shew you a lease to David Morris of a portion of this land at Honeysuckle Point—is the signature "S. Kemp," as attesting witness, that of your father? It is. He is resident at Newcastle.

80. Do you know the handwriting of the Bishop of Newcastle? Yes, this is his signature.

81. Have you ever seen a lease similar to that on any previous occasion? At that time I saw several of the leases, but I do not know that I saw this particular one.

82. *By Mr. Cape*: Are any of the claims you have referred to mentioned in the Reports before the House on Railways? I am not aware that the question has ever been before the House

House, unless something might have been done when I was in England. I believe the Railway Commissioners have given up a considerable portion of this land, but I may say that our intention when we took possession of it was to make the terminus there, and to carry out a jetty for vessels to load and unload at. We had not then the facilities for going along the front of the town which the Government had, and, thinking it almost impracticable for us to get along there with the line, we took this ground for the station.

C. Kemp,
Esq.
29 Sept., 1859.

83. Was there no protection under the Act from the extortion you referred to? We could refer to arbitration.

84. There were provisions in the Act? Yes.

85. Were they put in force? Yes, we attempted to get to arbitration; but of course the same question arose as arises here, and after we got the notice from the actual trustees that put a stop to any proceedings with the lessees.

Gother Kerr Mann, Esq., called in and examined:—

86. *By the Chairman:* What appointment do you at present hold? I am Engineer-in-Chief and Superintendent at the Fitz Roy Dock. G. K. Mann,
Esq.

87. Were you ever Chief Commissioner of Railways? I was.

88. During what period? From 1855 to 1857.

29 Sept., 1859.

89. Do you remember taking over the plant, on the part of the Government, from the Hunter River Railway Company? That was done before my time; I found the Commissioners in possession of the Company's property. Captain Ward was the first Commissioner, and when he resigned I was appointed in his place. The railway was taken over during his time.

90. Do you know Honeysuckle Point? I do.

91. Are you aware that a large quantity of land was taken possession of by the Hunter River Railway Company at Honeysuckle Point? I am.

92. Do you know who that land belonged to? It appeared, when we were endeavoring to settle the claims, that the land was vested in trustees—Mr. Scott and Mr. Croasdill; but the Commissioners found it in the possession of a number of tenants. It had been leased out in allotments, as well as I remember at the present moment, on twenty-one years leases.

93. Are you aware by whom those leases were granted? I ascertained afterwards, in endeavoring to settle the claims, that these leases had been granted by the Bishop of Newcastle.

94. Can you tell the Committee the amount of land taken at Honeysuckle Point for railway purposes? Speaking from memory, I think the quantity originally taken was about twenty-two acres.

95. Is that quantity still in the possession of the Government? I think not; I think only a portion sufficient for a station and for the continuance of the line through the land was ultimately decided upon being taken.

96. Did you ever recommend to the Government that a certain portion of that land should be given up? I did. I may perhaps explain more fully, that when I took the office of Commissioner I found that the intention was to make the terminus at Honeysuckle Point. I immediately saw that that was a measure which could not be carried out with any benefit, and recommended that the line should be carried on through the town and the terminus established beyond Watt-street; and, as in that case only a sufficient portion of the land at Honeysuckle Point to form a station and for the passage of the line would be required, I advised that the remainder should be given up. That plan has since been carried out, and the land that was not required has, I believe, been allowed to be re-occupied by the tenants found in possession.

97. Did any claim come before you for land taken at Honeysuckle Point? Yes.

98. By whom was that claim preferred? The claim came in two forms before the Commissioners. The first claim sent in by the trustees was £1,500 an acre, and at the same time there were claims sent in by the various occupants of the land. The matter was then gone into, and it was found impracticable to deal with the occupants as they could not give any title. A proposition was then made by the Commissioners to the trustees to settle with them, and for the trustees to arrange with the occupants; but I do not think it ever came to anything. The trustees subsequently sent in a claim for £2,000 an acre, or rather applied for permission to amend their claim to that amount; and I am not quite sure whether they then undertook to settle with the tenants on condition of this amended claim of £2,000 an acre being allowed or not, but I think the Commissioners refused to grant the augmentation of the claim.

99. *By Mr. May:* In your evidence before the Committee on the Railway Terminus at Newcastle, in 1856, you are represented to have said that it was "very doubtful whether the terms of the application of the trustees to augment their claim would have relieved the Commissioners from any claim the tenants might have against them, and that in fact the increased claim of the trustees appeared to be based upon the fact of the enhanced value of the land to them, consequent on the tenants not being able to establish their title"? I think that was the state of the case. As far as my recollection serves me there was no decided guarantee on the part of the trustees to relieve the Commissioners from all claim on the part of the tenants. I think that was one reason, amongst others, for not allowing them to amend their claim; but I think there was also a legal reason which I cannot put before the Committee clearly, with respect to their not having forwarded their claim within the time limited by the Act.

100. Besides the doubt as to whether the Commissioners would be relieved from the claim of the tenants? Yes. I would suggest that the professional adviser of the Commissioners at this time, Mr. Barker, could give you very clear evidence on that point.

- G. K. Mann, Esq.
27 Sept., 1859.
101. *By the Chairman*: Did it come under your notice that some of the claims preferred by these tenants were exorbitant? I always considered both the claims of the trustees and of the tenants to be exorbitant.
102. Did you consider them so exorbitant as to render it impossible to deal with them? It was one of the main difficulties that came in the way. There is no doubt the exorbitancy of the claims enhanced the difficulty of dealing with them.
103. *By Mr. Hay*: But, I suppose, if there had been nothing more than the exorbitancy of the claims, they could have been dealt with in the terms of the Act? Decidedly; the claim could have been reduced to proper form and shape.
104. So as to go to arbitration? Yes. The Commissioners never admitted the value of the land to the extent of the claim.
105. *By the Chairman*: Did it come under your notice that the cases of some of these tenants were harder than others? They might have been from the different standing in society of the tenants themselves, but in other respects I believe they were very much alike.
106. Could you tell the Committee the amount of the whole of these claims, including the claims of the trustees, and of the tenants? I had an idea, before looking at the evidence I gave in 1856, that the total amount of these claims was somewhere about £80,000; and I see by that evidence that I put it down at about £70,000, but I believe £70,000 was below the actual amount.
107. *By Mr. Hay*: If you look at your answer to question 117, you will find that at that time you calculated the whole amount of the claim of the trustees and tenants, according to the trustees first demand for compensation, to be £33,000 and 38,000, which would amount to £71,000? Just so.
108. And according to the second claim of the trustees, the amounts would be £44,000 and £38,000—together, £82,000? Yes.
109. Was the whole extent of this land in the possession of the Railway Commissioners at the time you were in office? I may say it virtually was in their possession, but there were a number of tenants still on the land who had been allowed to remain where the works did not interfere with them, and where the land was not immediately required. There were others who were summarily ejected after due notice.
110. Could you tell us which of the tenants were ejected? I do not remember.
111. Do you know if David Morris was ejected from his actual holding? I remember this much that there were four or five whose land it was absolutely necessary to take, and I think Morris was one of these. I know full notice was given to these parties—as much as twelve or thirteen months notice—to enable them to move.
112. Perhaps you could tell by looking at this plan (*Plan of the College land at Honeysuckle Point*) who were the tenants finally ejected? I remember now that Yarwood's and Taylor's properties were taken, and Morris's also; and notice was given to these men immediately upon its being decided that the line would be carried to Watt-street, and the date of that notice could be got from the railway records.
113. *By the Chairman*: What notice do you allude to? The subsequent notice to Morris and these men that their land would be preemptorily required; if that is a point I remember that was given.
114. Was that second notice necessary after the land had been previously taken possession of by the Railway Company? It was so far necessary that a number of the occupants of Honeysuckle Point had been allowed to remain and live for some considerable time on the property, until the land should be actually required; and then, I believe, there was notice given to those whose land would be required, to say that it would be taken at a certain date.
115. *By Mr. Cape*: Had they paid the Commissioners any rent? No rent whatever.
116. They were there by sufferance? By sufferance.
117. *By Mr. Hay*: I understood you to say that in point of fact the reason why the Railway Commissioners did not entertain the claims of these tenants for compensation was their inability to give a title to the land? That was it. When the Railway Commissioners found that the title held by these men was bad they wished to arrange with the trustees, on the understanding that any claims the tenants might have should be settled by the trustees and not by the Commissioners.
118. In point of fact you wished to settle with the trustees on the footing of their relieving you from all claim on the part of the tenants? Just so.
119. Did you make any proposal to that effect to the trustees? I think there was a distinct proposal.
120. Who would be likely to give us precise information on that point? The Secretary to the Railway Commissioners would be able to give further information upon that point.
121. He would have access to the documents? Yes; but I believe the gentleman who is fully in possession of all the particulars of this case is Mr. Barker, to whom, as Solicitor to the Commissioners, all papers were handed.
122. At the same time, if such a proposal was made to the trustees, would it not appear on the records of the Railway Office? I think it would. I may say that I am sure arbitrators were appointed, and that there were several arbitration meetings on these cases, at which these points were argued; and it is possible that this proposition may have been thrown out at one of these meetings.
123. *By the Chairman*: Without any correspondence? Without any correspondence; but I think there was a correspondence and that the proposition was directly made to the trustees. The Commissioners always entertained the idea that the tenants had a claim to the extent of their being in possession; had the Company not dispossessed them there was nothing to prevent their remaining in possession for their full twenty-one years, which certainly gave a certain value to their leases however bad they may have been in point of law.

John Williams, Esq., called in and examined:—

124. *By the Chairman:* What is the nature of your present appointment under the Government? Crown Solicitor. J. Williams,
Esq.
29 Sept., 1859.
125. You advise in relation to all railway matters as well as others? As Crown Solicitor, I have to attend to the legal portion of the railway business.
126. Have the claims of certain tenants of land at Honeysuckle Point come under your notice? Those claims were made before I was appointed, during the time the railway business was in the hands of Norton, Son, and Barker; but I know the claims, and the nature of them.
127. Can you inform the Committee what difficulties exist in the way of their settlement? The difficulty was simply this: that the claimants had no estate—that is the technical term—to be paid for.
128. You allude to the tenants? Yes.
129. Not to the trustees? No; the trustees are now making a claim for compensation for this land.
130. Is it the case that the Government cannot legally deal with the tenants? I so imagine I should undoubtedly so advise the Commissioners.
131. But if this land at Honeysuckle Point, which has been taken for railway purposes, had not been occupied by tenants, you consider there would have been no legal difficulty in the way of settling the claim of the trustees? I do not think there is any legal difficulty now in the way of settling the claim of the trustees. I apprehend the trustees are the only persons the Government can recognise in the matter.
132. Have you ever seen the leases under which the tenants hold? I have seen one of them.
133. Is that sufficient to satisfy you that the tenants have no legal claim upon the Government? Yes.
134. How do you arrive at that conclusion? The land was granted to Mr. Scott and another gentleman, as trustees; and the leases are granted by the Lord Bishop of Newcastle, who had no estate in the land to grant a lease out of.
135. *By Mr. Hay:* He grants, I think the lease says, for the trustees? But he had no authority that I can find to grant for the trustees. (*The lease to David Morris was here handed to the Witness.*)
136. You observe there that he purports to grant for the trustees of the College and School Lands in that district? No doubt; but I have not seen that he had any authority whatever to do it, any more than I should have had.
137. *By the Chairman:* There is no intention on your part of recommending the Government in any way to recognise the claims of these tenants? Certainly, if the matter were brought before me to advise I should not recommend that compensation should be paid to these tenants. We have to compensate for interest taken, and they have none in law.
138. *By Captain Russell:* Do you not think that if the Bishop undertakes to give leases, and people take them *bonâ fide*, they have a remedy against him? I should fear they have no remedy against the Bishop, and I will tell you why. If they had taken simply a lease I apprehend in law it would have implied a covenant for quiet possession, but if they take a lease with a covenant for quiet possession that covenant must stand for what it is worth. Now I apprehend the covenant for quiet possession in this case will not cover the present difficulty.
139. *By Mr. Hay:* It is a covenant for quiet possession in so far as the Bishop for the trustees is concerned? So it appears—"And the said Lord Bishop of Newcastle doth hereby agree with the said David Morris that he the said David Morris paying the said rents and performing the said covenants shall and may peaceably and quietly hold and enjoy the said piece of land hereinbefore described without any interruption, claim, or demand whatsoever, of or by the said Lord Bishop (for said trustees) and at the end or other sooner determination,"—and so on. I should almost apprehend that the Bishop might have a good defence to an action; but if he has a good defence that is the fault of these people who have taken an informal covenant. It is, shortly, the not unusual case of a man buying a defective title, and then not covering himself by sufficient covenants.
140. Do you think that you are compelled by law to settle with these trustees, if they are prepared to give you a good title to the land, without any deduction at all on account of these leases? I think so, without doubt, for the simple reason that the trustees give us the estate in the land.
141. *By the Chairman:* Do you not consider that these tenants have fallen into this difficulty in consequence of the land having been taken for railway purposes? Well, that I can scarcely say. Of course it is just possible that the trustees would never have interfered with them, but if we pay them we shall be compensating for a possibility, not for an estate. I cannot say it is probable even.
142. Do you not think it probable they would have enjoyed quiet possession during the term of their leases, if the land had not been taken by the railway? That is possible. I cannot tell whether the trustees would be strict in asserting their rights or not; that is a mere matter of opinion.
143. *By Mr. Hay:* If these trustees, who were living almost upon the spot, and who must have been cognizant of these leases being granted, and of possession being taken under them, had been appealed to, to confirm the rights of these lessees, would you suppose there was anything extraordinary in their doing so? I should not think there was, because it appears to me that it is probable that leasing these lands would have been quite within their trust.
144. Do you not think it an extraordinary thing for the trustees, under the circumstances, to allow these lands to be leased and taken possession of, under their very noses, without their authority? Very extraordinary; and it is possible that a Court of Equity would give relief

J. Williams, relief against them. I do not say it would, but I should not like to say it would not. That is a matter for the claimants to consider.
Esq.

145. Do you think it would be safe for the Government to act on any other principle than that they at present act upon, that is to say, to give compensation for anything that did not amount to an estate? I cannot think it.

146. Would it be unsafe for the Government to do so? I should say it would. The Railway Commissioners cannot do it under the present Act.

147. It would involve them in a large number of other claims? I should fancy so; and it would be relieving these people of the consequences of an error of their own creating.

148. *By the Chairman*: Do you think it would be equally unsafe to particularise, in this instance, any case of peculiar hardship, and give compensation in that case, leaving the others on one side? I confess I cannot answer the question, because I cannot see the hardship. It is just the ordinary case of buying a defective title and being ejected, and I do not see that it makes any difference whether the Railway Commissioners or any other persons are concerned; the only variation from the ordinary circumstances of such a case being that instead of the party having the estate ejecting him, we take the land and deal with the party having the estate, because there is no one else in a position to be dealt with. It is only one remove from an ordinary ejection. Then again, if the trustees stood by and saw the lessees improving the land, and said nothing, it is possible there might be some remedy against them; and that is one reason why we should not pay the lessees.

149. *By Mr. Hay*: Leases are usually made out by the attorney of the lessee, are they not? It should always be so. The rule in law is that every man draws his own security, that is, it is prepared by his attorney, who should take all proper precaution to ascertain that the title is good. In the case of ordinary leases we do not look into title, but if the lease is for a long time, or moneys have to be expended, we look into title the same as in a case of purchase. A lease of twenty-one years would, by anybody taking ordinary care, have put the lessor upon proof of his title.

150. Does this lease to David Morris seem to have been drawn by a competent person? I should think not. It is very plain to me that any competent person would have seen that the Bishop had no title.

THURSDAY, 6 OCTOBER, 1859.

Present:—

MR. CLOSE,
MR. LODER,
MR. HODGSON,

MR. HAY,
CAPTAIN RUSSELL,
MR. CAPE.

ARTHUR HODGSON, ESQ., IN THE CHAIR.

Charles John Nealds, Esq., called in and examined:—

C. J. Nealds, 151. *By the Chairman*: I believe you were Secretary to the Hunter River Railway Company? I was.
Esq.

152. During what period? From the formation of the Company till the line was handed over to the Government.
6 Oct., 1859.

153. Did your duties take you to Newcastle? Yes.

154. Do you know Honeysuckle Point? Yes.

155. You know an estate there which goes by the name of the Church and School Estate? I believe it goes by that name, but College Land is the proper term.

156. Did you take possession of any land there? Yes.

157. On the part of the Hunter River Railway Company? Yes.

158. Do you remember what quantity of land you took possession of? As near as I can say about twenty-one acres.

159. Did you take forcible possession of the land? No; we served notices under the Act and the parties in possession gave up the land we required, peaceably. The land was not enclosed for years afterwards. The persons who were living there were not required to remove until just before the opening of the railway for traffic.

160. Were there many persons occupying tenements upon the land? Yes.

161. Could you favor the Committee with a list of those persons who were residing there at the time you took possession of the land? Johnson, Young, Yarwood, Metcalfe, Morley J., Morley C., Croker, Hinton, Hill, Paynter, Morris D., Lecce.

162. Were there other leaseholders who were non-residents? Yes.

163. Could you furnish their names also? Stacey, Baker, Bingle, Russell, Croft, Lodge.

164. Are you aware under what circumstances these tenants became possessed of that land? I only know from the statement of the tenants themselves and the statement of the trustees also.

165. Can you favor the Committee with that statement? I understood that the land had been leased in allotments for twenty-one years, because the time had not arrived to use the land for the purpose for which it had originally been purchased; it was thought at that time that there were three trustees.

166. Who were they? The names given to me as Secretary of the Company, were the Bishop of Newcastle, Mr. Scott, of Ash Island, and Mr. William Croasdill, of Newcastle.

167. Did you ever see any of the leases? Yes.
168. Can you remember who signed those leases? Metcalfe's lease was signed by the Bishop of Newcastle, to the best of my knowledge, without any other name. Some of the leases were signed by the Bishop and Mr. Scott, and some not signed at all; but I cannot tell you which they were exactly. C. J. Nealds,
Esq.
6 Oct., 1859.
169. Are you certain you ever saw a lease signed by Mr. Scott? To the best of my knowledge and belief I did.
170. Mr. A. W. Scott, of Ash Island? Yes; to the best of my knowledge and belief there were several; I think Mrs. Paynter's was one, but I am not certain. I should be sorry to speak positively about it, but to the best of my knowledge and belief I have seen several signed by Mr. Scott and the Bishop of Newcastle.
171. Were the lands taken by you at Honeysuckle Point absolutely necessary for railway purposes? For carrying out the first intention of the company they were absolutely necessary. It was intended by the company to make the whole of this plot of ground their building yard, and to erect workshops for the repairs of all the rolling stock, and engines.
172. Afterwards, only a certain portion of the land was necessary? When the Government took the line over they determined on retaining only sufficient land for the formation of the line and station.
173. Did you take possession of an iron house, which was the property of Dr. Stacey? I did not, but I think it must have been two years after notice was served on Dr. Stacey that the house was removed from one spot to another by Mr. Bryson, who was an engineer acting for the Government for the Northern Line at that time.
174. Under whose instructions did Mr. Bryson remove the house? I cannot say.
175. Were you on the spot at the time of its removal? No.
176. Were you there shortly after its removal? Yes, shortly after, I was.
177. Had you any conversation with Mr. Bryson relative to the removal of this house? No; I was not aware it was going to be removed till after it was done.
178. After its removal, had you any conversation with Mr. Bryson about it? I dare say I had.
179. Was Mr. Bryson a superior officer to yourself? No, but he was independent of me, in a different department; he was in the engineer's department. I was Secretary.
180. Would not the removal of such a building have come directly under your notice? No. The Engineer-in-Chief very likely gave him directions to remove it.
181. Are you aware whether the tenants of these lands ever made any claim for compensation? They did, all of them.
182. To the Hunter River Railway Company? Yes, in the first instance.
183. And to the Government in the second? Application was made to the Government, in fact the claims never having been satisfied the claimants continued to urge their right upon the Government, as they had done on the Company.
184. Can you inform the Committee what difficulties existed to prevent the company from settling these claims for compensation? In the first place the claims were considered very exorbitant, and in the next when we went into the matter we found that the tenants had no title, the leases being invalid.
185. Did the same difficulties present themselves to the Government? Yes.
186. Are you aware whether the notices given to the occupants of this land in the first instance are now in existence? I cannot say whether the occupants have kept them or not. I served the notice myself, and true copies are preserved.
187. In conformity with the Act? Yes.
188. Do you know of any peculiar cases of hardship in connection with the removal of these tenants from their land? It is impossible to particularise any peculiar case of hardship, as the tenants were found in peaceable possession and were only deprived of that possession by the powers of an Act of Council. There were only four houses taken down after all, out of the whole number.
189. Was it necessary that these should be taken down? It was.
190. On what account? The line now passes over the sites of those houses.
191. Was David Morris's house one of these? Yes.
192. What kind of a building had he there? A weatherboard house with out-houses.
193. Was he carrying on any trade there? I believe he was a carpenter and wheelwright.
194. *By Mr. Loder:* You say that some parties gave you the names of the trustees—who were those parties? The parties residing on the ground, the tenants themselves. I was obliged to acquire the information I wanted any way I could; and I was informed by one of the tenants that Mr. Kerrison James was the agent for the trustees, and Mr. James wrote me as agent for the trustees acknowledging the receipt of notice and making claim on their behalf.
195. Have you any doubt that Mr. Scott's name was attached to some of these leases? I would not speak positively, but it is my impression that I have seen leases signed by him; at any rate if Mr. Scott did not sign them, I believe he intended and promised to sign them.
196. As one of the trustees or as a witness only? As a trustee.
197. *By Mr. Close:* What proportion of these leases do you suppose were signed conjointly by the Bishop and Mr. Scott? I cannot say.
198. Were all these leases delivered to you when you took possession of the land? No, the tenants simply shewed them to me, when I went in to serve the notices.
199. You say that in no case was violence done in obtaining possession of this land? Not at the time I took possession. In fact the people lived there for years after. We only used the land at first for storing the materials we received from England—rails, chairs, waggons, and so on; and no one was removed till it was absolutely necessary. I may observe that when the Hunter River Railway Company took this land it was with the full intention to compensate the tenants. 200.

- C. J. Nealds, Esq.
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200. Did the tenants understand that at the time? They understood it fully.
201. And it was with that understanding they gave up possession? Yes; but at that time we understood the leases were good.
202. *By Mr. Hay*: Did the Railway Company take up the land under the provisions of the Act or by private agreement with the tenants? Under the provisions of the Act.
203. Can you say whether any of the buildings upon the land which has not been finally required for the railway have been destroyed or removed? Dr. Stacey's house was removed, and I believe that was the only house that has been touched, that it was not absolutely necessary to remove; it was removed to make room for some building which Mr. Bryson, the engineer there, wished to put up.
204. *By Captain Russell*: Was it a movable house? It was an iron house, and it was removed on rollers to another portion of the land claimed by Dr. Stacey, where it still stands, I believe.
205. *By Mr. Hay*: It was removed from one allotment of Dr. Stacey's to another? Yes.
206. Do I understand that the original site of the building has not been retained by the Government? It has not.
207. And that is the only building which has been removed from land originally taken possession of but not finally retained? The only one that has been in any way injured, except those that were absolutely necessary.
208. *By Mr. Loder*: Do I understand you that it was considered necessary at the time, by the engineer, to remove this house of Dr. Stacey's, but that for some reason the arrangements were altered, and the land where it had stood was not required? The company intended to take the whole point for their workshops and building yards; but when the Government took the matter into their hands they considered it better to take only sufficient for an engine shed and station, and to give up the remainder; and in consequence of that determination the former site of Dr. Stacey's house was given up.
209. *By the Chairman*: Had Dr. Stacey an opportunity of occupying the house subsequent to its removal by Mr. Bryson? I am not exactly aware whether Dr. Stacey let the house subsequent to its removal; I know he received rent for it for a considerable time after we had taken possession of the land, but I am not sure whether he did after its removal. Prior to its removal I am certain he received rent for it.
210. Are you aware who occupied the house after its removal? It was a person who was a sub-contractor under the Government, carrying out the piling arrangements on the Flats.
211. *By Mr. Hay*: Did he hold it from the Government? No.
212. *By the Chairman*: Are you aware who occupied that house during the time you were at Newcastle in connection with the Government? The Manager for the Coal and Copper Company—I think his name was Robson; a Mr. Butcher also lived there at one time.
213. Was it not the office of the Railway Department for many years? No, I do not know that it was ever used for a day as an office of the Railway Department. The house on the extreme point was made an office of. We built this house ourselves and fitted it up as an office, and I resided in it for a very long time. If Dr. Stacey's house was used as an office it was used unknown to me by Mr. Bryson.
214. *By Mr. Hay*: Were any of the buildings of those persons whose land was not finally required for the purposes of the railway taken possession of by the railway authorities? No.
215. None of the tenants were removed from the possession of the buildings there? No.
216. *By Mr. Loder*: At whose expense was Dr. Stacey's house removed? It was removed by the railway servants.
217. Was it removed to this particular spot at the suggestion of Dr. Stacey? I do not know whether it was removed to that spot for the convenience of Dr. Stacey; I am not aware whether he was consulted at all in the matter.
218. *By Mr. Hay*: Is Mr. Bryson in the Railway Department now? No, he left some years ago.
219. Is there anyone that you are aware of who is likely to know whether there was any arrangement between Dr. Stacey and Mr. Bryson with regard to the spot where this building was placed? I do not know of any one.
220. *By Captain Russell*: Do I understand that this house did not at any time require to be removed for the purpose of the railway? It did not require to be removed for the purpose of making the actual line of railway, but they built temporary workshops on the site.
221. *By Mr. Hay*: Are you aware whether those people who had houses on the land which was not finally required for railway purposes have been since removed or not? At the time they wanted to carry out the finishing of the line for traffic I believe Mr. Bryson had to remove some of the tenants by force; in fact a letter passed into my hands in which one of the tenants threatened to shoot him if he turned him out.
222. Was that part of the ground finally taken? No, but the cottages about which Mr. Bryson had trouble were erected after the line was proclaimed.
223. Did he make the attempt to remove the man by force? No, he applied to the Magistrates for protection and power.
224. You have said that it was your impression that some of the leases which you saw were signed by Mr. Scott as well as by the Bishop of Newcastle? Yes.
225. You do not remember any particular person whose lease was so signed? I do not; but my firm impression is, that I have seen some of them so signed. Some of the leases were not signed at all by anybody.
226. Had you any communication with Mr. Scott upon the subject? I served him, personally, with a notice at Ash Island, as one of the trustees.
227. Did he make any allusion at that time to these leases? No, none whatever. He took it

it as a matter of course, and in fact took the Bishop's notice at the same time, to save me the trouble of going to Morpeth.

228. *By Mr. Loder*: Had you any conversation at any time with Mr. Scott, or Mr. Croasdill, that led you to believe the Bishop was a trustee? Mr. Scott said that the Bishop was a trustee with him, and that he would take his notice to save me the trouble of going to Morpeth. There was a public meeting held upon the matter at Newcastle subsequently.

229. *By the Chairman*: On what subject? The subject of these leases, when the trustees, or one of them, was present.

230. *By Mr. Hay*: Subsequently to the serving of the notices? Yes, when the question of the validity of the leases was mooted by the Government.

231. Were you present at that meeting? No.

232. When the land was originally taken up was there any plan to shew the different allotments held by these claimants? Yes; there is one now in the Court House at Newcastle, deposited there by myself. I believe this is a tracing of that plan. (*The witness produced the tracing referred to.*)

233. *By Mr. Loder*: Are you aware that the trustees now repudiate these leases? Yes.

234. Have you had any conversation with either of the trustees as to the reason why they repudiate them? No; but I was present at the time that the Government endeavored to make a settlement with the tenants, and the agent for the trustees, or arbitrator for the trustees, was present, and stated the trustees' views. The solicitor of the Commissioners and myself went down to Newcastle with the express purpose of settling, if possible, these claims.

C. J. Nealds,
Esq.

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William Barker, Esq., called in and examined:—

235. *By the Chairman*: I believe you were, until recently, solicitor for the Commissioners of Railways? Yes; Norton, Son, and Barker were the solicitors to the Commissioners, but I chiefly attended to the railway business.

236. Did the case of the land taken possession of by the Hunter River Railway Company, and subsequently by the Government, at Honysuckle Point, come under your notice? It did; at first as solicitor for the Hunter River Railway Company, before the transfer of the railways to the Government, and afterwards as one of the solicitors for the Commissioners.

237. Could you inform the Committee under what circumstances that land was taken possession of? It having been ascertained that the land was required for railway purposes, it was taken in the ordinary way under and in conformity with the provisions contained in the Hunter River Railway Company's Act.

238. And notices were duly served? Yes; the usual notice that the land was required for railway purposes, and all persons having or claiming to have an interest in the land were requested to send in a statement of their interest, and of the compensation claimed in respect of such interest. I believe there can be no doubt as to the regularity of the proceedings.

239. Are you aware whether there were any persons residing upon the land? There were some, I believe, a few.

240. Was the land, as far as you are aware, absolutely necessary for railway purposes at the time it was taken? At the time it was first appropriated under the Act of Council, the Directors of the Company considered it would all be required; but I cannot undertake to say how much of it was absolutely necessary for the purpose of the railway. It was necessary that the railway should go through the land; but, whether the whole of it was required, I do not know. It was originally intended to make the terminus there, and it was for that reason that the whole of the land was appropriated by the Directors.

241. Did the tenants and occupants of that land ever apply for compensation? All of them, I believe. The Bishop of Newcastle, professing to act on behalf of the trustees in whom the land was vested, had granted leases to various persons for, I think, the term of twenty-one years, and all persons claiming under these leases sent in claims.

242. Are you aware whether the Bishop of Newcastle had power to lease that land? I cannot say under what circumstances his Lordship considered himself entitled to represent the trustees or to deal with the land, but I am aware that he had no power to grant the leases because the trustees themselves had no such power.

243. Why not? I had knowledge of the title, independently of my connection with the railway matters. The trustees had no power to make leases of the land because they held it upon trust for a proprietary Grammar School, which was intended to be erected and established thereon, in connection with the Church of England, and of which the Bishop of Australia, for the time being, was to be visitor; and therefore, to have leased the land, as the Bishop of Newcastle has done, would have been a direct breach of trust, for which the trustees would have been accountable to the subscribers.

244. Are you aware whether the taking of this land by the Hunter River Railway Company opened up for the first time the question of the invalidity of these leases? I have great doubt whether it was so. I am unable to speak with certainty, but it is my impression that before any steps of any kind were taken by the Hunter River Railway Company, I had advised that the Bishop had no power to lease the land. It is certain the leases were invalid and gave the parties no interest whatever in the land.

245. How do you think these tenants were induced to take these invalid leases? I cannot account

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Esq.

6 Oct., 1859.

W. Barker,
Esq.
6 Oct., 1859.

account for the extraordinary negligence of the lessees. The leases were, I believe, all taken for building purposes, and yet the parties not only did not think it necessary to have their leases prepared by a competent person, or to obtain advice as to the title under which they were granted, but knowing, as they did (for the fact appears on the face of the lease), that the land was vested in trustees, they did not even take the trouble of ascertaining whether the trustees were consenting parties. I think the lessees must have relied entirely upon the Bishop, believing that he would not grant the leases unless he had power to do so, and as his Lordship was, at all events, acting in good faith, they must have taken it for granted that whatever he did was right. Had they consulted any one having the slightest knowledge of real property, law, and of conveyancing, they would have escaped all the trouble and expense in which, through their own neglect, they have become involved.

246. Did the real trustees tacitly allow these leases to be executed? I am unable to speak of my own knowledge; I do not know whether either of the trustees had any knowledge of the leases at the time they were granted, but I have understood that one of the trustees did more than tacitly allow them to be given. I was informed, when in Newcastle as solicitor for the Railway Commissioners, that one of the trustees had attended a meeting convened by the lessees, and held at the Court House, and there distinctly stated that he considered that what the Bishop had done he had done, and whatever the Bishop had done he would ratify. I was informed of this by Mr. Croasdill, one of the trustees, but he also said that he himself had taken no part in the matter, and that he was aware the Bishop had been acting without authority, and he would not ratify his acts.

247. You allude then to Mr. Scott as the trustee who declared that he approved of what the Bishop had done? Yes. I was informed to the effect I have already stated by some of the lessees—by Mr. Brookes, who had been appointed arbitrator on their behalf, by Mr. Croasdill, and, I believe, by Mr. Scott himself more than once.

248. These claims for compensation came before you? They did.

249. Were any of the claims exorbitant? All of them were considered to be outrageously so, and from the information I obtained when at Newcastle, and from the conversation I had with some of the parties, I believe they were most exorbitant. The claim sent in by David Morris was for £3,500; another tenant, named James Leece, sent in a claim for £1,500—he afterwards asked permission to reduce it to £800, and he subsequently told me he would take £600. Mr. Bingle claimed £4,000, and, I believe, all the other claims were made after a similar rate. Mr. J. E. Stacey claimed £6,000 for the allotments leased to him, and 40s. per week for a house he had erected, which would make his claim altogether upwards of £8,000. I should mention to the Committee that it was suggested in the summons I had to attend here to-day, that I should refresh my memory on this matter by reference to the papers connected with it, and I would have done so if I had had the opportunity; but I had none of the documents in my possession, and I was unable to get them until within five minutes of my leaving the office to come here. However, if I mistake not, the claims originally sent in amounted to some fifty or sixty thousand pounds; but a gentleman, Dr. Brookes, who had been named as the arbitrator for the lessees, and who called on me professedly as their agent, said that he could get the matter settled for, I believe, £5,000, if I could recommend the Commissioners to pay it. That did not include the claim of the trustees.

250. Was the large amount claimed by these tenants one of the difficulties which interposed to prevent the settlement of their claim? I think not. If the only difficulty had been the amount of compensation the claims would have been referred to arbitration, and in a short time would have been determined. The claims made were, as I have already stated, very large, but the chief difficulty was the knowledge we had of the nature of the claim, and of the impossibility of the parties establishing title to the interest in the land for which compensation was claimed. In consequence of the frequent complaints of the parties, I was instructed by the Commissioners to take any steps that could be taken to get the matters settled. I communicated with the several claimants, and asked for such information as was necessary to enable me to prepare the appointments of arbitrators, and explained to as many of them as I had an opportunity of seeing, that, as they really had no interest in the land, it would be better that they should be well advised on that point before incurring the expense of the arbitration; and I told them that it mattered not to the Commissioners what the award might be, as no payment would be made until satisfactory evidence had been given of their title to the particular interest in the land for which compensation had been awarded. The Commissioners were desirous of compensating the parties if they could safely do so, and I was instructed to raise no difficulty or objection that could be avoided with a due regard to the protection of the Government from excessive or unjust claims, or from a liability to pay twice in respect of the same interest. I advised the Commissioners that if they compensated the claimants as persons having leases for 21 years, they would not be entitled to make any deduction on that account, from the compensation to which the trustees were entitled as the owners of the fee simple, as the tenants had no such interest in the land. Had the tenants sent in reasonable claims for their expenditure upon the land, and for the actual loss and inconvenience they had been put to, their claims would have been satisfied without very strictly considering their legal rights. The trustees would not have made any claim in respect of the expenditure by the tenants, and the Commissioners were willing to make fair compensation for the land and buildings, taking care that they did not pay more than the value of the whole. The parties took no steps themselves, but still complained that the land was taken and they had not been paid. To satisfy them the Commissioners requested that I would make arrangements to go to Newcastle, and refer the claims to arbitration, if the parties insisted upon it. They had a right to go to arbitration. A circular was therefore sent to them, I believe, on the 8th November, 1855, of which this is a copy. It was sent, I believe, to the petitioner, David Morris, and to all the others. I

have

have made a note of the names of a great many—perhaps not all—to whom this circular was sent:

W. Barker,
Esq.

" 4, Elizabeth-street, Sydney,
" 8 November, 1855.

6 Oct., 1855.

" SIR,

" We are instructed by the Commissioners for Railways to take the necessary steps to have the several claims for compensation for lands taken for the Hunter River Line of Railway settled by arbitration. We have therefore to request that you will be so good as to furnish us, with as little delay as possible, with the name of your arbitrator, that we may prepare the submission for execution by yourself and the Commissioners. The arbitrator must not be interested directly or indirectly in the land.

" We are, &c.,

" NORTON, SON, & BARKER."

Copies of this circular were sent to the following persons:—T. W. Lodge, Richard Johnson, E. Young, G. Yarwood, J. Metcalf, J. Morley, Edward Morley, W. Croker, Henry Hinton, E. J. Stacy, William Hill, Mrs. Paynter, J. and A. Brown, A. E. Baker, D. Morris, J. Bingle, J. Croft, J. Loece, J. Sifton, and Henry White. In consequence of that circular I received a letter signed by a number of the lessees, appointing a certain person their arbitrator; but seeing that to proceed in the arbitration would only be wasting money, without bringing the matter any nearer to a settlement, in the same month I sent another circular to the same parties, of which this is a copy, dated 21st November, 1855:—

" 4, Elizabeth-street, Sydney,
" 21 November, 1855.

" SIR,

" With reference to your claim against the Commissioners for Railways for lands taken by the Hunter River Railway Company, we beg to suggest that it would be more convenient, and probably prevent great expense, if you were to produce to us, as Solicitors to the Commissioners, evidence of your title to the interest in the land in respect of which the compensation is claimed, before the question is referred to arbitration. You will find upon reference to the 42nd section of the Act 18 Victoria, No. 40, that the claimants are bound to make out a title to the satisfaction of the Commissioners, before they are entitled to payment of any compensation; and if it should appear after the arbitration that you have not the particular interest for which compensation was awarded, the expense of the arbitration will have been unnecessarily incurred.

" We are, &c.,

" To

" NORTON, SON, & BARKER."

After that circular was sent the parties were still troublesome to the Commissioners, and in order to please them, in the month of January following I prepared the necessary submissions, had them executed by the Commissioners, and went down to Newcastle quite prepared to enter on the arbitration in every case. There were other compensation cases on the Hunter River Line, which I was to proceed with whilst there, and notice was given to all parties having claims that I should be in Newcastle ready to enter upon the arbitrations in all cases in which the claimants were prepared. I went to Newcastle, and there remained for I think ten days, for the purpose of having these claims settled. On my arrival, Mr. Scott, one of the trustees, and Dr. Brookes, who was to be the arbitrator for the majority of the lessees, called on me, but as neither of them was represented by any professional adviser, and believing the result must be unsatisfactory to them, I was unwilling it should be said that any undue advantage of them had been taken, and, therefore, I suggested the propriety of their consulting some solicitor on the matter before they entered upon the arbitrations. I pointed out to Mr. Scott certain difficulties which applied to the trustees particularly, which I was aware he could not get over without professional assistance; and I pointed out to Dr. Brookes the difficulties which stood in the way of the lessees. In consequence of my suggestion, Mr. Scott requested me to remain in Newcastle long enough to enable him to communicate with a solicitor in Sydney. He wrote to Mr. Holden, and I waited till he arrived at Newcastle. We then met for the purpose of entering on the arbitration, but as Mr. Holden really knew nothing of the matter, I felt it would be uncandid on my part to allow him to enter upon it without his being informed of all the circumstances, and I told him the whole matter from beginning to end, and pointed out the position of the trustees and parties claiming compensation as lessees, and he at once said that he could not, with due regard to the interests of the trustees, proceed with the arbitration upon the claim sent in. Not one, I believe, of the lessees communicated with me during the ten days I was there. 251. Would it have been legal for the arbitrators to have considered the claim of the tenants, irrespective of the claim of the trustees? It would not have been possible to have determined one without reference to the other, for this reason,—The Government had taken the land, and the utmost they could be liable to pay would be the value of the land and the buildings. The first duty of the arbitrators would, therefore, have been to ascertain the full value of the land; and for that an award should be made against the Commissioners, their next duty would have been to determine how that sum should be apportioned between the several persons interested in the land. I may state what I myself suggested for the benefit of the tenants. The Government having taken the land did not desire to occasion inconvenience or loss to any parties, and as I was frequently told that the trustees did not desire to exclude the tenants I proposed that there should be one arbitration, to which the trustees and all the lessees should be parties, and that the arbitrators should be directed in

W. Barker, Esq.,
 Oct., 1859. the first place to determine what was the total value of the land taken, and that they should then direct that amount to be paid by the Government in proportions to be specified in the award, appropriating to each of the tenants the compensation to which he was entitled for his interest, and directing the remainder to be paid to the trustees. The trustees, however, were properly advised that they could not do so without making themselves personally liable, as they would by becoming parties to such an arbitration recognize the existence of the leases which were invalid, and which they had no power to make.

252. On the part of the Government you were prepared to have taken that course? Yes, because the Government incurred no risk, they would have paid no more than they were bound to pay; but if I had represented the trustees I would not have permitted them to accede to it, because by doing so they would have committed a breach of trust. Representing the Government who were liable for the full value of the land, all I had to take care of was that the compensation was not fixed too high; how it was to be apportioned was a matter with which they had no concern so long as all the parties were represented.

253. Your suggestion was probably made on equitable grounds? My suggestion was made on this ground;—I was continually told that the trustees desired that justice should be done to the tenants; and as the Government had no desire to exclude them if they could safely recognize them, and this was the only course I could think of by which the tenants could, without risk to the Government, have effect given to the claims which they set up. If the Railway Commissioners had gone to arbitration with the lessees alone, and had given them compensation for the interest they claimed, and if afterwards the trustees had insisted upon going to arbitration also, and had established their sole claim to the land, the Commissioners must have paid for the same thing over again, because the tenants had no such interest as the Commissioners could have set up against the trustees.

254. *By Mr. Hay*: I suppose the trustees have an interest upon which they could claim compensation from the Government? There is no question about that; the trustees are still entitled. It is their own fault that the compensation was not ascertained, and paid five years ago. The matter was entirely in their own hands, and if the Commissioners did not think it expedient to proceed, they, the trustees, had power either to compel them or to proceed *ex parte*. If the trustees had thought fit to proceed, there was nothing to prevent their getting an award within three months after the land was taken in July, 1854, whether the Railway Company liked it or not.

255. There is nothing to prevent them from claiming compensation? Nothing whatever. But the trustees have placed themselves in this difficulty—that in sending in their claim, I think originally for £1,500 per acre, it was stated that it must be “free and clear of all deductions whatsoever for compensation to present lessees, occupants, or otherwise.” Afterwards they denied, for legal purposes, that there were any tenants; and they claimed to be paid for the whole as for a fee simple in possession. I then said, we cannot consent to that; you have given us notice that there are “present lessees and occupants” to be compensated, and persons claiming to be tenants have come in and said, pay us for our interest, and we may incur a risk if we disregard these tenants.

256. Nevertheless, they were quite entitled to have gone to arbitration, and to have received the full value of the land, less what the tenants in actual occupation would have been entitled to? Yes. The tenants not being able to set up any legal interest of any kind, could only have been treated with, if at all, as tenants from year to year; no greater interest could have been admitted. When at Newcastle—and indeed at any time after—I was quite prepared, if the parties had insisted upon it, to go on with the arbitration, having the submission already duly executed by the Commissioners; but I should certainly have contended that they were not entitled to be compensated for any greater interest than that of tenant from year to year.

257. You were prepared to go to arbitration with the tenants, on the footing that you should pay them for a year's interest in the land? Quite; but in the majority of the cases, the compensation to which they would have been entitled would not have paid the expense of the arbitration. There was no offer made to proceed on that footing, because the parties would hear of nothing but their hundreds and thousands for the interest claimed in the leases. I could not convince them that they had no claim, nor could I persuade them to consult a solicitor; and knowing how the arbitration must terminate, I was unwilling to enter upon it, fearing that it would be said that some unfair advantage had been taken. I explained to them their true position, and then there was no desire on their part to proceed. I had no intention of going to arbitration for any other purpose than to quiet them. Had they been represented by their solicitor, I would have allowed him to take what course he thought proper; but as they were not, I explained what I believed to be their true position, and nothing further was done in the matter.

258. Their interest as yearly tenants would not have included the value of the buildings? No; the buildings are assumed to be the property of the owners of the ground on which they stand; but if the tenants had chosen to be content with a fair compensation for their expenditure upon the land and the actual loss they had sustained, the Commissioners would, with the consent and concurrence of the trustees, have given them such compensation, and the trustees would have been glad to have had such an arrangement made. I am aware that this was considered by the Commissioners.

259. If I understand you rightly as to the position of the trustees, in consequence of the course they have followed in making application for compensation, they can now only claim from the Government the value of the land, deducting the value of the interest of the tenants? Yes, that is what I contended; because a claim on their part has been sent in, in writing, which gives express notice to the Government that there are tenants to be compensated; and as the Government can only be called upon to pay the entire value of the property, that compensation must come out of the value of the land.

260. You are not aware whether Mr. Scott joined in any of these leases? I believe he did not; I have seen some leases not signed by him.

261. You have not seen any signed by him? No, I am not aware that any of them were signed by Mr. Scott.

262. By whom was the application on the part of the trustees for compensation made originally? It was made directly by Mr. James, who was Secretary to the Bishop of Sydney, but who acted, I believe, in that matter, under the instructions of the Bishop of Newcastle. There is nothing in the letter to show this, and I find that Mr. James wrote under the authority of Mr. Scott himself. This is the letter, or a copy of it:—

W. Barker,
Esq.
6 Oct., 1859.

“ Sydney, 29 July, 1854.

“ Sir,

“ Referring to the Notice served upon A. W. Scott, Esq., of Ash Island, Newcastle, conformably with the provisions of ‘*An Act to establish and incorporate a Company to be called the Hunter River Railway Company,*’ to the effect that the Company require the surrender, for purposes of the said Act, of (*here follows the description*), I am authorised by Mr. Scott to inform you that the Title Deeds of the said Estate are in my possession, and that the same may be inspected by the Solicitor to the Company at any time; and that Mr. Scott, as Trustee of this Estate, values the same, and will claim compensation at the rate of £1,500 (fifteen hundred pounds) per acre, free and clear of all deductions whatsoever, for compensation to present lessees, occupants, or otherwise.

“ I have, &c.,

“ H. K. J.”

“ To the Chairman of the Board of Directors of
“ the Hunter Railway Company.”

Perhaps I should explain to you the difficulty in which Mr. Holden found himself placed when he came to Newcastle. He found that the claim sent in set up the leases which he could not advise the trustees to recognise. He requested me to allow him to send in a new claim, which I refused to do, or to advise, as I thought already made was sufficiently extensive for every purpose. If I had consented to abandon the claim sent in altogether, and to allow the trustees to make a new claim, they would have sent in a claim for twice the amount. As I would not do that, Mr. Holden said, we repudiate the act of Mr. James; he was not authorised to act for us, nor was the Bishop of Newcastle. Mr. Croasdill, who was present, said neither Mr. James nor the Bishop had authority to act for him. I said, very well, then you stand in this position:—There has been no claim sent in but that which is contained in Mr. James' letter; the trustees now deny that it was sent in by their authority, or that Mr. James was authorised to act for them, so that no claim has yet been made by the trustees; it is more than 12 months since notice was given that the land was required, and therefore, according to the 91st clause of the Hunter River Company's Act, no claim can be made. That clause provides, that if no claim is made within 12 months by the party entitled to make the claim, the same shall be deemed to have been waived and abandoned. Then Mr. Holden said, rather than lose the claim altogether he would adopt Mr. James' act.

263. *By Mr. Loder*: Did the trustees allow the Bishop to take what steps he chose with respect to the application to the Commissioners, as if he was a trustee? I know nothing of what took place between the Bishop and the trustees. It would appear from Mr. James' letter that he was acting under the authority of Mr. Scott, one of the trustees. I may state, as a matter of information to the Committee, what I believe led to the whole difficulty. I may not be correct, but it is my impression. The late Bishop of Sydney had a certain limited interest in this land, in respect of a loan of £500 made by him out of moneys in his possession belonging to the Society for Promoting Christian Knowledge, and until that money was repaid the Bishop was to have a control and an interest in the land. This advance was made before the Bishop of Newcastle was appointed. After the Bishop of Newcastle was appointed, this land being within his diocese, and he being aware that the Bishop of Sydney (Bishop Broughton) had exercised a certain control over it, he assumed, I have no doubt, that he had the same control over it, being within his diocese.

264. *By Mr. Hay*: Mr. James in entering the claim for compensation did so as if by the authority of the trustees? Yes, or one of them; I think he did not mention Mr. Croasdill's name.

265. Are you aware whether any notice was served on the trustees previous to the land being taken possession of? Yes; a notice was served upon Mr. Scott, and the claim sent in by Mr. James purports to be in reply to that notice.

266. Mr. Nealds has told us that he served the notices? Yes, he served the notices, as Secretary to the Company. All notices were served by the Company or by their agents, never by their solicitors. I had the duplicates of the notices; indeed, I think they are now in the office of the Crown Solicitor.

267. Notices having been served upon the trustees, no other claim for compensation was put in, except that sent in through Mr. James? No; and in that claim mention is expressly made that there are tenants to be compensated. After the negotiations about the arbitration had failed, the trustees said at one time, by their solicitor, that if the Commissioners would allow them to send in a new and increased claim they would have no objection that the money to be awarded should be paid into Court, in order that the tenants might be compensated through the Court, if they were able to establish any claim; but I was of opinion that they had no right to increase their claim, and advised the Commissioners not to permit it.

268. They were aware of the existence of these tenants when they put in their original claim? Yes. The letter mentions present tenants and occupants.

269. And therefore you took it that the claim for increased compensation would be in order to enable them to compensate the tenants? That was expressed to be the object, but I had

W. Barker,
Esq.
6 Oct., 1859.

no doubt that if an increased claim had been sent in, and if the trustees should obtain a much larger sum than that originally demanded, the tenants could not get any share of it, because the trustees would be advised that they could not give them any compensation without committing a breach of a trust, for which they were answerable to the subscribers, and the tenants could never establish any claim against them.

270. *By Captain Russell:* All this took place when the railway authorities contemplated taking the whole of the land? The first notice served was notice of their intention to take the whole 20 acres and upwards; the Bishop then objected to their taking the whole, but was willing that they should take as much as would be sufficient to form the line and the station; afterwards he changed his determination, as I have reason to know, because he found that under the Hunter River Railway Company's Act, in estimating the value of the land taken there might be a deduction made from what they were to pay on account of the increased value given to the remainder. Becoming aware of that clause, he thought it the most expedient course to allow the Company to take and pay for the whole. I wish it to be understood that I had no communication from the Bishop of Newcastle on the subject; I saw Mr. James frequently and I have no doubt my impressions were formed from conversations with him. Of my own knowledge I do not know how far the Bishop or Mr. Scott acted. I may mention, as the last thing I know of this matter, that it had been ascertained that the Government did not require the whole of the land, in consequence of the change in the site of the terminus, a sketch was made by the Engineer of the Commissioners, shewing what portion of the land was absolutely required; and it was suggested to Messrs. Holden and M'Carthy, as the representatives of the trustees, that if they would permit the Government to give up what they did not require, the whole matter might begin *de novo*, that was that the trustees might send in a fresh claim in respect of the portion of land absolutely required, which claim should be determined in the usual manner. The sketch was furnished to me by the Commissioners, I gave it to Mr. M'Carthy, and there the matter ended; he was to have seen Mr. Scott and communicated with me, but no reply was ever given that I am aware of.

271. *By Mr. Loder:* If it should be proved that one of the trustees signed any of the leases, I suppose that would make them valid, notwithstanding that the Bishop may not be legally a trustee? No, it would not; they would still be quite invalid. If there are two or three or more trustees, the act of any one of them goes for nothing, it will not bind the others. Trustees stand in a different position from co-partners; the act of one co-partner may bind the others, but one of several trustees can do nothing by himself. If these leases were signed by Mr. Scott, they would not be of any more value as leases; but if he had alone assumed to grant leases, the question might have arisen whether he had not rendered himself liable to the tenant by his covenant. If the persons claiming to have an interest in this land had any interest which they could legally establish, there was nothing to prevent them from having their claims satisfied within a few months after the land was taken, nor is there anything to prevent them now from having the compensation to which they are entitled assessed. The delay that has taken place is not in the slightest degree attributable to the Railway Department but entirely to their own neglect. A reference to the 91st and three following clauses of the Hunter River Railway Company's Act will shew, that if the claimant had thought fit to use reasonable diligence about his own business, the Company had not the power of occasioning delay.

Charles John Nealds, Esq., re-examined.

O. J. Nealds,
Esq.
Oct., 1859.

272. *By Mr. Hay:* Can you mention the names of those tenants who had buildings erected upon the allotments that were taken, and what buildings were destroyed? Morris had a house taken away entirely; Yarwood the same; I believe that Johnson's house was entirely destroyed and taken away; Young's also; and Croker's house was injured.

273. What sort of tenements were they? Most of them were either weatherboard or slab huts. Johnson's was a small slab hut, covered with bark; Young's the same; Yarwood's was of a better sort—a weatherboard house; and Morris's was a weatherboard house with outbuildings—carpenters' and wheelwrights' sheds.

274. Was any sort of estimate ever made of the value of these buildings? No; they sent in their claim for the whole of their interest as tenants.

275. Did you form any estimate in your own mind of the value of these tenements? Yes; we built some houses on this land for our laborers, and from their cost I think I can judge pretty well how much the tenements belonging to these persons must have been worth.

276. What do you suppose the value of David Morris's buildings might have been? I think, with fencing and all together, the value might have been about £250.

277. And Yarwood's? Yarwood's building was not worth so much as Morris's. Morris's was looked upon as one of the best upon the land that we actually took.

278. Were the buildings removed by the railway authorities in all cases, or in any case by the parties themselves? I believe the parties themselves took all the materials away; I cannot speak positively, because it was not in my department.

279. You did not understand that the railway authorities made use of the materials? I believe they did not.

280. You are quite sure you served the notices upon the trustees in the first instance? Positive.

281. Of course before any claim was sent in? Yes, in terms of the Act, before we took possession of the land.

282. Are you aware through whom or in what way claims on the part of the trustees for compensation were sent in? Through Mr. Kerrison James, who signed as agent for the trustees. C. J. Nealds,
Esq.
6 Oct., 1859.
283. *By the Chairman:* Do you recollect whether it appeared in the notice which you left with Mr. Scott for the Bishop of Newcastle, that such notice was served upon the Bishop as a trustee? I am positive it was served upon him as a trustee. Notice was served on those persons only as trustees, because we did not know them in any other capacity.
284. Did Mr. Scott express any dissent or surprise at the circumstance of your serving a notice upon the Bishop as a trustee? Not the slightest.
285. He took the notice from you and said he would serve it on the Bishop? Yes, saying he would save me the trouble of going to Morpeth.
286. This was at the time you were Secretary to the Hunter River Railway Company? Yes.
287. *By Mr. Loder:* Did you understand Mr. Scott to assent to the idea that the Bishop was a trustee? Yes. Mr. Scott also volunteered to guarantee everything that the Bishop had done, not to me, but to the tenants themselves, at the aforesaid public meeting, so they the tenants told me.

FRIDAY, 7 OCTOBER, 1859.

Present:—

MR. CLOSE,
MR. HODGSON,

MR. LODER,
CAPTAIN RUSSELL.

ARTHUR HODGSON, ESQUIRE, IN THE CHAIR.

Alexander Walker Scott, Esq., a Member of the Legislative Assembly, examined:—

288. *By the Chairman:* You are the Member for Northumberland? I am. A. W. Scott,
Esq., M.L.A.
7 Oct., 1859.
289. You know Honeysuckle Point, at Newcastle? I do.
290. Do you know the College Estate there? I do not know it by that name, we call it the land that was purchased for a proprietary school, not for a college.
291. When was that estate purchased? In 1840.
292. By whom? By Dr. Mitchell and myself, acting for others? I believe I attended the Government auction myself and purchased it.
293. What amount was paid for it? £803 15s.
294. Out of what funds was it paid for? Out of money raised by the private subscription of individuals, and with the assistance of £500 lent to us by the Society for Promoting Christian Knowledge.
295. You say "us," will you be good enough to tell the Committee to whom you allude? I mean the original subscribers to the fund for purchasing this land, who deputed Dr. Mitchell, verbally I believe, to act in this matter on their part, and the late Bishop of Australia, who advanced the money belonging to the Society for Promoting Christian Knowledge, appointed Mr. Croasdill to act on his behalf.
296. Under what circumstances were you appointed a trustee? As it is recited in the trust deed, I was appointed by Dr. Mitchell, who was acting on behalf of the subscribers.
297. Was the late Bishop of Australia ever appointed a trustee? Never.
298. Was he *ex officio* a trustee? No.
299. Are Mr. Croasdill and yourself the only trustees? Yes.
300. Are you aware that this School or College Estate was taken possession of by the Hunter River Railway Company? Yes, I had notice of the fact served upon me by Mr. Nealds.
301. Do you remember in what year that was? I do not at this moment.
302. Was the estate then in the occupation of certain tenants? Not as tenants. It was occupied by certain parties who had erected buildings and put up fencing.
303. Under what authority did they occupy it? Under some supposed leases from the Bishop of Newcastle. I was not aware of the fact until some considerable time afterwards, when the Bishop himself wrote to me, stating that he had leased the land in allotments, but that afterwards he had found the trust deed by which it appeared that he was not a trustee. It seems he had let it, fancying he was a trustee.
304. How many years was this after the land had been leased by the Bishop? I do not know. I was trying to find the letter to bring here, but I have been unable to do so.
305. Did you ever sign any of these leases? No. I understand that Mr. Nealds has stated that he thought I did, but I contradict it flatly.
306. Did you ever offer to sign any of the leases? Certainly not. I said at a kind of meeting that took place at Newcastle that I would do all that lay in my power in order that the supposed tenants should not be injured more than I could help, but that I must act in the matter according to my duty as a trustee.
307. Did you at any time recognise the Bishop of Newcastle as a trustee? Not that I am aware of—never.
308. Do you remember Mr. Nealds serving the notice upon you? Yes, perfectly—at Ash Island.
309. Did he on that occasion also place in your hands a notice directed to the Bishop of Newcastle as a trustee? Not that I remember. He gave me one for Mr. Croasdill.

- A. W. Scott, Esq., M.L.A.
7 Oct., 1859.
310. Did you, as a trustee of this estate, ever authorise Mr. Kerrison James to act as your agent? I remember that there was some communication between us about this Honeysuckle Point Estate, and I did authorise Mr. James about something. I think it was to consult barristers on the subject.
311. Do you remember what action you took in the matter after the notice had been served on you by Mr. Nealds? I believe I wrote to Mr. James to consult lawyers on the subject. I think that was it.
312. And according to the advice given by such lawyers Mr. James was to act for you? I think Mr. James said he had taken legal advice, but I do not think he acted in the matter at all, as far as my memory serves me.
313. Did you, as a trustee, send in a claim at any time to the Government for the land taken? Yes.
314. Do you remember the amount of that claim? I think it was for £1,500 per acre.
315. Do you know how many acres there are in this Honeysuckle Point Estate? I believe there are twenty-one or twenty-two.
316. Are you aware that in the claim sent in to the Government these words were used, "exclusive of the claim of the tenants"? Yes, some such words were put in, by Mr. Holden, I think.
317. Mr. Holden being your solicitor? Yes.
318. You thus acknowledged that there were tenants? He mentioned the word tenants.
319. Did you ever attend a public meeting at Newcastle on this subject? I have already alluded to that meeting. It was not a public meeting. Mr. Bingle asked me to go there, with a few of the so-called tenants; but it was not a public meeting—it was not advertised. He asked me to go on the evening before, and I went the following morning.
320. Was this after the land had been taken by the Hunter River Railway Company? Yes.
321. And that meeting was convened by those interested in the Honeysuckle Point lands? I presume so.
322. Did you ever protest against the granting of these leases by the Bishop of Newcastle? No. I was not even bound to do it, if I had known it, but I believe I was absent.
323. How long a time were you absent? For ten or twelve months.
324. Are you aware that these tenants were in possession of these lands for nearly three years prior to the Hunter River Railway Company taking possession? I will not say three years, but they were for some considerable period.
325. Did you ever hear the name of the recognised agent of the Bishop of Newcastle, in the matter of these leases? I have heard that Mr. Simon Kemp acted as a kind of agent, but I do not know whether he was recognised.
326. Did you ever hear that he held a power of attorney from the Bishop of Newcastle? Not that I am aware of.
327. Are you aware whether these tenants have at any time made any claim for compensation? Yes, they did.
328. To whom? I think it was to Mr. Merewether.
329. Acting for the Government? Acting as one of the arbitrators on the part of the Government; Mr. William Hislop, of the Bank of Australasia, at Newcastle, acting on behalf of the trustees.
330. Can you inform the Committee what were the difficulties that existed in arranging the amount of compensation? The difficulty was that Mr. Merewether said he could not listen to it, as far as I remember, unless they could prove they had a title for the leases they held.
331. Then the difficulty was caused by the invalidity of their title? What Mr. Merewether considered was, that the proof lay on them. I do not say the leases are invalid, though I firmly believe they are.
332. Have the trustees ever received anything in the way of compensation for this land? Not anything.
333. What difficulty exists to prevent it? The usual difficulty when people do not wish to pay money—procrastination.
334. Has the fact that this land has been leased to tenants been any obstacle to the payment of compensation? Not the least, I believe.
335. Was any offer made to you by Mr. Barker, the Solicitor for the Railway Commissioners, to this effect, that the Government were prepared to arbitrate on the whole matter, giving compensation to the trustees, and a proportionate amount out of that compensation to go to the tenants? I did not understand it so if he did, because it was repeatedly argued there that the tenants must prove their right before they could be entitled to any compensation. But I invariably said I would not stand in the way of any moderate compensation being given to them for the injury which I really think some of them have sustained.
336. Had such a proposition been made to you, would you as a trustee have been prepared to entertain it? As I before stated, I would not have stood in the way if I had got the full value of the fee simple of the land.
337. Have you ever made any alteration in your ideas as to the value of that land? No further than that I believe it is of increased value; I believe if it was put up to auction at this minute it would bring more than £1,500 an acre.
338. Have you ever made any increased demand upon the Government for the land taken? I think not; I think the last demand was for £1,500 an acre. Whether I made a larger demand previously I do not remember.
339. Do you consider the case of these tenants a great hardship? I think there was a hardship in the way that they were so summarily ejected; though, at the same time, it is clear that they took no proper precautions to obtain proper leases.
340. Are you aware that they were ejected from the land under the powers granted to the
Hunter

Hunter River Railway Company by their Act of Incorporation? I am perfectly; but, in enforcing those powers, which are very arbitrary, they might have exercised a little more discretion I think.

A. W. Scott,
Esq., M.L.A.

7 Oct., 1859.

341. In what way? By giving more time to the people, or allowing them to continue in occupation till the land was actually required.

342. Are you aware that it was absolutely necessary to pull down and remove for railway purposes some of the tenements which the tenants had put up? Yes.

343. Was Mr. Croasdill a constant resident at Newcastle at the time these leases were issued? Yes; I understand so. I, myself, was very rarely at Newcastle at that period, but I believe Mr. Croasdill was a constant resident.

344. Can you tell the Committee whether Mr. Croasdill, at any time, protested against the Bishop exercising the functions which he did, with regard to this land? I think not; he might have done so but I do not think he did.

345. Did Mr. Croasdill ever communicate with you on the subject of these leases? I have had frequent communication with him, but whether personally or by letter I can hardly say.

346. Did he in these communications ever refer to the conduct of the Bishop in granting these leases? He has frequently stated to me, in speaking generally, that the Bishop had no right whatever to let the land, and that he, as one of the trustees, would never sanction the conduct of the Bishop in signing these supposed leases.

347. Do you not think that if you and Mr. Croasdill, as trustees, had informed the public of Newcastle that the Bishop had no right to grant these leases they would never have been granted? I think it would have been better if the trustees had given the notice you mention, but as I before stated I was absent at the time at the Turon River—it was when gold was first discovered there—and I remained away for some considerable time, and subsequently I was very rarely at Newcastle myself.

348. Cannot you readily understand that the circumstance of the Bishop of Newcastle acting as he did in the matter would appear to the parties who took the leases to be a sufficient guarantee that he had the power he assumed? I think it very likely the more ignorant of the tenants would take the Bishop's signature to be sufficient, and would not therefore take those precautions they ought to have taken.

349. Was it not generally supposed at Newcastle that this estate was a Church and School Estate? I think it was. They had a notion that it was not purchased by private subscription but was given by the Government. There were strange misconceptions about that land.

350. Under those circumstances, therefore, it was easy for the public of Newcastle to have been mistaken as to the Bishop of Newcastle's real position in relation to this land? No doubt, but still you must bear in mind that when a party leases or purchases any property it is his duty to look into the title.

351. What is the present position of the trustees with regard to the Government, in respect to compensation? Three weeks or a month ago I directed my solicitor, Mr. Holden, to write to Mr. Williams, the Crown Solicitor, to urge on some decision with respect to this compensation, but we have not obtained a reply to that letter. The railway authorities had previously written me a letter, stating they did not now require the whole of the land, as their original project of making Honeysuckle Point the terminus had been abandoned. I am quite willing either that the Government should take the whole and give us compensation for it by arbitration, or to allow them to take what land they require upon receiving an equivalent either in the shape of money or a similar amount of land in the neighbourhood.

352. As one of the trustees, do you consider that you can deal with this question in the absence of Mr. Croasdill in England? I should have no hesitation in doing so, because Mr. Greenway, of Newcastle, has a power of attorney from Mr. Croasdill, and, probably, he would join if asked. I would have no hesitation, if I saw it was for the benefit of the trust, to act and take the responsibility on myself, as far as the fee simple of the land is concerned.

353. Can you tell the Committee how it is your intention to deal with the tenants? My intention is simply this,—not to take an active part as a trustee in dealing with them, but I will throw no obstacle in the way of their getting any moderate compensation. The first claim put in by these tenants was at an extravagant rate, and frightened the Government from any decision in the matter. Subsequently they reduced these claims more than two-thirds. For instance, Mr. Bingle had a large piece of this land leased to him by the Bishop, and, though he never spent one shilling upon it, when he was deprived of it by the Railway Company, he put in a claim for some four or five thousand pounds, not for any damage that he had sustained, but for the value of an eighteen years lease, for he had been in possession some three years. That claim was subsequently, I believe, very materially reduced.

354. Are you aware that Mr. Bingle, in consequence of his having obtained this lease, sent to England for a very expensive iron house to be erected on Honeysuckle Point? I heard of a house being sent for by him, but I did not hear that it was a very expensive one; I do not believe it was even galvanized. I think he subsequently sold that house.

355. You are aware that Dr. Stacey did put up an iron house on the ground that he leased? Yes, he did, and that house might have cost some little money, perhaps £400 or £500; but then a good part of it was put up after he had got notice from the Railway Commissioners not to proceed, his idea being that his lease was perfectly good, or that, at all events, he could sue the Bishop for any loss he might sustain.

356. *By Mr. Close:* What were the terms on which this land was vested in the trustees—had the trustees power to sell or lease the land? I believe the trustees had no power either to sell or to lease land.

357. When you became aware that the Bishop of Newcastle had let the land in question, why did you not immediately protest against it? I have mentioned before that it was no duty of mine to do so, but I should have done it had I not been away.

- A. W. Scott, Esq., M.L.A. 358. Are you aware whether Mr. Croasdill protested against it? I believe he did not.
359. Did you never tell the tenants that you would ratify what the Bishop had done? Never.
- 7 Oct., 1859. 360. Do you think the Bishop was aware that he was leasing land he had no right to lease? No, I think the Bishop firmly believed he had power to lease the land—although there is a remarkable passage in the leases to the effect that he acts on behalf of the trustees.
361. *By Mr. Loder*: Did Mr. Croasdill ever inform you why it was that he did not interfere, because he must have been aware that the Bishop had granted these leases? He ought to have been aware of it.
362. Did he ever inform you why he did not interfere? I do not remember.
363. Do you remember making another and increased claim to the Railway Commissioners, subject to the condition of your remunerating these supposed tenants? I think there was some proposal of that kind, that we were to make an increased claim and to be liable to pay compensation to the tenants, that is, that if we could come to a speedy arrangement, we would satisfy the moderate claims of the supposed tenants; but the Government declined.
364. *By Mr. Close*: At what time was the advance made by the Bishop of Australia, out of the funds of the Society for Promoting Christian Knowledge, repaid? It is not paid off yet. By the trust deed it is provided that it is to be paid off when the school is in operation, at the rate of so much per head out of the fees paid by the scholars, or something in that way. When the land was purchased there was not enough money to pay for it, and it was then that this advance was made by the Bishop of Australia; but subsequent subscriptions made up an amount which left a balance of £346 5s., which is now in the hands of the Treasurer, Dr. Mitchell. I find that I at one time directed my attorney to apply to him for it, but upon looking over the trust deed my attorney found that I had no power to ask for the payment of that money. If Dr. Mitchell were to pay this money, with interest added to it, which, however, he is not bound to do, we should be very nearly enabled to pay off the whole debt to the Society.
365. *By the Chairman*: Can you tell the Committee whether there is any interest accumulating on this balance? I am not aware. I believe we have no right to demand interest, but if Dr. Mitchell, having the use of it, allows interest, we will take it.
366. *By Mr. Loder*: I think you said that had the trust deed allowed you, you were willing to have made reasonable compensation to these parties who have taken this land under a misapprehension? I hardly stated that. I do not know that I should do it, had the trust deed allowed me; but even with the fact as it is, that the trust deed does not allow me, I certainly will not stand in their way, so long as I as trustee obtain what I call full and moderate and reasonable compensation for the fee simple of the land. I believe that is as much as can be expected from any trustee, for you must remember that the trustees are answerable to all the subscribers, and if I exceed my power any of them could demand that I should pay the amount out of my own pocket, on the ground that I should be just before I am generous.
367. *By the Chairman*: Can you suggest any course to the Committee by which the tenants might be indemnified? I cannot; because the arbitrator for the Government, Mr. Merewether, positively refused through his lawyer, Mr. Barker, to give them the compensation they claimed, until they proved their right to receive it.
368. If the Government indemnified you, could you not give over to the tenants a sufficient amount to compensate them? I would take it on myself, in that case, to give some compensation to those whom I considered justly entitled to it; but I consider that several of the claims are most unjust; I have stated so all along. I believe Mrs. Paynter has been very indifferently used in the matter—worse than David Morris.
369. Do you consider the value of the Honeysuckle Point Estate improved by the existence of the railway? Not much. I think it is improved by the coal works and mines extending in that direction. There are little villages springing up about the Australian Agricultural Company's works, and the Coal and Copper Company's works. But the piece of land the Government now wish to retain from us—giving us back the remainder—takes away from us nearly the whole road frontage; we have no means of approach, except a small opening they have left at the south-eastern end of the land.
370. Why do not the tenants re-occupy that part of the land which the Government are prepared to give up? I cannot tell. I should feel it my bounden duty to give them notice not to do so, because it would only involve us in further litigation and dispute.
371. You are aware there has been no attempt on the part of the tenants to re-occupy the land from which they were ejected? I am not aware, for I have no right to interfere, inasmuch as the Government have taken possession of the whole.
372. *By Mr. Close*: The Government have never restored to you that portion they do not wish to use? Never; they have merely made me an offer that they would be quite willing to do so, if I as a trustee agreed.

THURSDAY, 13 OCTOBER, 1859.

Present:—

Mr. CLOSE, | Mr. HAY,
Mr. RUSSELL.

ARTHUR HODGSON, ESQ., IN THE CHAIR.

Simon Kemp, Esq., called in and examined:—

373. *By the Chairman:* You live at Newcastle, and have lived there for a long time? Simon Kemp,
Esq.
Yes, since 1831.
374. You remember the land at Honeysuckle Point being taken possession of for railway purposes? Yes. 13 Oct., 1859.
375. In what year was that? About five years since; between four and five; I do not recollect at this moment.
376. By whom was it taken possession of? The Hunter River Railway Company, through their Surveyor.
377. Were there any occupants on the land at the time it was taken possession of? Yes, it had been let under from thirty-five to forty leases, to various people.
378. By whom? By the Bishop of Newcastle.
379. The land was called the College Land, was it not? Yes; it was understood to have been purchased by subscription among a number of gentlemen, for a site for a College.
380. Do you remember the Bishop of Newcastle convening a meeting at Newcastle, on the subject, previous to leasing the land? No, I do not recollect that he had any meeting about it. He met me several times at my house, and gave me a power of attorney, and appointed me agent to let it.
381. Did you act as the Bishop's Agent? Yes, I set the land off into allotments myself, and then let it at so much per year, according to the number of lots they took. They were to have leases for twenty-one years, and to build their own houses, and to pay a ground rent of £2 a year for each lot.
382. Who fixed the ground rent? It was between myself and the Bishop. Of course the land would be worth much more now; but at the time it was let land was very low about there. There were fifty-two lots, and it was considered they would bring in £110 a year altogether. There was one lot which the Bishop let to James and Alexander Brown, two or three years before I had anything to do with it, at £10 a-year, and he renewed their lease, so that all the leases should fall in together on the same day at the end of twenty-one years. A man named Page also had a lot at the other end of the land, for which he paid £12 a-year.
383. The land leased to Page and to J. and A. Brown, was leased by the Bishop of Newcastle some two or three years prior to the other lots? Yes, two years before I had anything to do with it.
384. Have you ever seen any of these leases? Yes; I have got a copy of every one of them. I had them all done in duplicate, but the Bishop refused to take them from me, and left them all in my hands.
385. Is this lease (*lease to David Morris*) the general form of lease which you issued? Yes, this is one of the leases. Here is my signature, David Morris', and the Bishop's. I saw the Bishop and David Morris sign that, and I witnessed it. On the edge of every one of the leases there is the shape and size of the lot, just as you see it there.
386. By whom was this lease drawn up? That I do not know. The Bishop sent me the draft, from which I had all the others made.
387. Did you ever hear that a convict at Newcastle was employed in drawing up these leases? He was employed in copying some of them. The original draft was sent from some lawyer's office. There were several people that copied some of these leases. There was a prisoner of the Crown, who had been a solicitor, employed to copy some of them.
388. By your directions? By my directions.
389. From the copy placed in your hands by the Bishop of Newcastle? Yes; it was sent to me by the Bishop.
390. Had you at the time you acted as agent for the Bishop any doubt in your own mind as to the authority of the Bishop to lease these lands? Not the least. I always had understood from Bishop Broughton that he had a right to let that land, and he had often talked with me about it, and said it was a pity we could not make something of it; and when the Bishop of Newcastle was appointed I thought, of course, that he had the same title as Bishop Broughton; but it seems that Bishop Broughton had given all the power into the hands of Mr. Scott and Mr. Croasdill by some deed. But then, after I began to let the land there, Mr. Croasdill, who says he is one of the trustees, sold materials to Paynter for building his house, and superintended the building. I frequently met him on the land while the building was going on; he used to walk about there, and saw everything; and he never said anything to me against it for two years.
391. You know, as a positive fact, that Mr. Croasdill, one of the trustees, sold building materials to one of the Honeysuckle Point tenants? I can swear it, and prove it beyond a doubt, by a dozen witnesses. I was there when the materials were received.
392. Do you think by that act Mr. Croasdill recognised the validity of these leases? I should have thought so. I had no idea that he had any power whereby he could stop the building when he liked, but I believe Mr. Kerrison James, in looking over some papers, found some old deed which Bishop Broughton had left behind him before he went to England and died, and which gave Mr. Croasdill and Mr. Scott this authority. I have never seen that deed.

Simon Kemp. 393. You mean the trust deed? Yes; I suppose that was it.

Esq.

13 Oct., 1859.

394. Did you, as agent for the Bishop, collect the rents from these tenants? Yes.

395. To what amount? Somewhere about £140. After the first year was out, and they began to pay rent, I sent the Bishop £82, being the balance which remained after deducting my own expenses at the rate of fifteen shillings for each allotment; he held it about five weeks, and then returned it to me through Mr. Wilton, saying he had no authority to take the money, and that I had better give it to the trustees. I offered it to Mr. Croasdill, but he only laughed at me, and said I was not going to be let off that way.

396. Would you have any objection to state where the amount collected for these rents is now deposited? The amount is in the Bank in my own name—whose name can I put it in? Nobody will take it. I am ready to give a cheque for it to any person who shews me any legal authority to receive it.

397. Has the money been to your credit in the Bank since the Bishop returned it to you? Yes. The Bishop sent me back the cheque for it, and I paid it into the Bank, as I did not know what else to do with it, and soon after that he told the tenants not to pay me any more rent.

398. Are you aware that there were certain tenements erected on this land when it was taken possession of by the Hunter River Railway Company? Yes.

399. Do you recollect the names of those parties who were living on the land at the time? Where the line of railway actually went they pulled down peoples buildings and took them away. They began with Page, and pulled down some of his out-offices, slaughter-house, and pig-sties; then they came to a man named Morley, and pulled down a small cottage of two rooms belonging to him; then to Croker—Croker had a good four-roomed cottage and stable, and a good stockyard for cattle, all of which they removed; then, I think, the land remained empty till they came to Yarwood's—Yarwood had a great deal of building consisting of slab huts, and he had them let to different people, but the railroad people pulled them down; then they came to David Morris—he had a very nice weatherboard cottage of four rooms, in one of which his wife kept a shop, and he had besides carpenters' and wheelwrights' shops and very good saw-pits; in fact he had a very good trade there. They took all his land away, pulled down his buildings, and turned him out.

400. You are aware that this land was absolutely required for the railway? Yes, the land I am now speaking of; these houses stood on the ground that is now fenced in for the railway line; but they pulled down a good many others out of the line and they now say they do not want the land.

401. In the first instance the Hunter River Railway Company took the whole estate? Yes.

402. Could you offer any suggestion to the Committee as to what would be, in your opinion, the most equitable mode of dealing with these tenants? I do not see anything than be done except to pay them for their actual loss. I should think that Morris's house was worth £200—and he had a good business fronting the main road—and he would be entitled, I think, to some sort of recompense for the removal of his business, because he could not get another place handy, and had some trouble to settle himself again. I think if he got £500 he would be justly entitled to it, but the great obstacle was, that Mr. Bingle and the other gentlemen had a meeting on the subject, and in spite of all I could say they claimed just ten times as much as they were entitled to.

403. You consider that the exorbitancy of their demands was a great impediment in the way of their claims being satisfied? Yes. Before the Government took the railway at all I was a shareholder to the extent of sixty or seventy shares, and my son was a shareholder also; and the Committee of our private Company had then voted a certain sum of money—£10,000—to pay all the people that had claims; but when they found they claimed £40,000 or £50,000 they were forced to stop for want of means; then the Government took the railroad from us, and this matter was discovered about the titles. The Railway Company had actually ordered money to be placed ready to recompense these people. No doubt these people have suffered a great deal, and a great deal of unnecessary hardship has been used towards them. There was a man there named Bryson, a surveyor, who pulled down several houses and would have pulled down more if one of the tenants had not threatened to shoot him if he did not leave off.

404. No doubt existed at Newcastle as to the Bishop's power to lease this land at Honey-suckle Point? Not for the first two years, until this matter came out about the deed. Paynter's house, which was one of the first that was built, was finished and inhabited half a year before there was the slightest doubt about the title; and Mr. Croasdill was on the ground I might say daily during the first nine months of the time; I am satisfied he was on the ground one or two days a week. He used to talk with me about it, but never gave the slightest hint that I was doing wrong. He came and looked at the plan repeatedly.

405. Supposing this land had not been taken possession of by the Railway Company, do you think these tenants would now have been securely in possession of their land? I think they would. The land was not wanted for a college, and it is not likely it would have been for some time to come; and there would have been £100 a year coming in as rent, which would have been a consideration.

406. Then the validity of these leases was called in question in consequence of the Railway Company taking possession? Yes, not till then. We never heard anything of it till the railway people took possession, and then Mr. Croasdill and Mr. Scott came forward and claimed the title to the land. The first person that knew anything of it was, I believe, Mr. Kerrison James, who wrote to the Bishop stating that he had discovered this authority to Mr. Croasdill and Mr. A. W. Scott, as trustees; and then the Bishop stopped it immediately; he did not go on one minute after he knew that.

407. Then, in fact, it was an oversight of the Bishop of Newcastle? Yes, nothing more. I have no doubt he firmly believed he had a right to deal with that land as trustee for the college. It was all made public—the thing was advertised, bills were stuck up, and Mr. Scott and Mr. Croasdill were in the neighbourhood for two years before they said anything.
408. How were the applications for leases made by the parties? They used to come to me, and I went and shewed them where the land was staked out, and then got the leases ready in duplicate, for I thought one copy would have to go into the Bishop's office. There is a clause in the leases to the effect that they are all to fence in their allotments within one year, and if they did not the leases were to be forfeited; but some of them did not fence in their land at all—Mr. Bingle, for instance, and Dr. Stacey. Dr. Stacey brought a large iron house on the ground, and the railway people took it away; it was built on sleepers, and they hooked bullocks to it, and removed it on rollers to some other allotment.
409. Did you at any time suffer any abuse for the active part you took in leasing this land? Very often. Where people suffer severe loss they are not particular whom they blame. They kept saying to me—you leased us the land, and you are bound to see us compensated; and I offered to the Bishop to give £500 out of my own pocket if he would also give £500, and take the thing into the Court of Equity, but he said he could not do anything, and he did not consider himself either legally or morally bound.
410. *By Mr. Close*: Did you take any part in persuading the Bishop to let these lands in the first place? Never. The Bishop called on me at Newcastle, with some papers that concerned me, and we got talking about the land, and I told him it had been purchased to build a college on, and that it was a great pity it was not made something of.
411. Did you, at that time, point out the propriety of letting this land? Yes.
412. Then you were the originator of the project? No, I was not the originator of it; other people had been talking of it before; Mr. Wallace and Mr. Boulton had made plans for the Bishop before that, for he had a plan with him. I certainly never objected to it, still I was not the originator, nor did I persuade him to let it particularly; I only said it was a pity to see the land lying idle.
413. Who paid for the leases? The tenants themselves.
414. Were all the leases that were written by the convict you spoke of compared with the original draft by you? Yes; and the tenants never signed the leases till they read them themselves, and many of them had them away, and took them to their solicitors, and brought them back again to say they were all right.
415. Did Mr. Croasdill object to the part the Bishop took in the matter, or to your appointment as agent? No; but when Mr. Croasdill found out he was a trustee of course then he talked to me about it, and I believe some very angry letters passed between him and the Bishop about it.
416. *By the Chairman*: Have you any information to give to the Committee on any points we have not inquired into? No; I only hope that, if the Committee have the power to grant it, they will consider that these people are entitled to some recompense. At the same time I do not at all recommend the large claims they have made. At any rate, those that have fenced in their land and built houses ought to be repaid every expense they have been at.
417. Can you give the Committee any idea of the real loss they have sustained? Well, I think, Morris should have about £500; Yarwood, £500 or £600; Page, £200; Morley, £100, and so on; so that three or four thousand pounds would answer the purpose of recompensing those who have been actual losers. Mrs. Paynter, whose husband is dead, and has left her a large family of children, has got the best house of any of them, but she was never disturbed, because her house was outside the line of the railway, and she has lived there without paying any rent.
418. You say from thirty-five to forty persons took leases of this estate? Yes.
419. Could you tell the Committee how many of that number were actual occupants? Perhaps sixteen or seventeen, or there might be twenty, occupied and improved their land. Some improved very little, because some of the land was not let till just before the Railway Company took it.

Simon Kemp,
Esq.

13 Oct., 1859.

THURSDAY, 15 DECEMBER, 1859.

Present:—

MR. CAPE,
MR. CLOSE,MR. LODER,
MR. RUSSELL.

ARTHUR HODGSON, Esq., IN THE CHAIR.

William Brooks, Esq., M.D., called in and examined:—

420. *By the Chairman*: You reside at Newcastle? I do.
421. How long have you been resident there? Upwards of five years.
422. Are you the Dr. Brooks alluded to in evidence which we had before the Committee on the 6th October, 1859? I am.
423. Did you ever take part in any proceedings arising out of the Honeysuckle Point estate? I did.
424. Under what circumstances did you take a part—as an advocate or as an arbitrator? Both.
425. On behalf of certain tenants on the Honeysuckle Point estate? Decidedly.

W. Brooks,
Esq., M.D.

15 Dec., 1859.

- W. Brooks,
Esq., M.D.
15 Dec., 1859.
426. Are you aware to whom the Honeysuckle Point estate belongs? At present it is said to be vested in trustees on behalf of certain subscribers, and also on behalf of the Society for the Promotion of Christian Knowledge at home—they have joint possession.
427. Do you know who are the trustees of the estate? Mr. Alexander Walker Scott, a member of the Assembly, and Mr. Croasdill, at present in England.
428. Can you state under what circumstances the tenants became possessed of land at Honeysuckle Point? This Society at home, having an interest in this land, I presume instructed the Bishop of Newcastle that they had an interest in this estate, and that when he should take charge of his bishopric I imagine they asked him the favor to do on their behalf what he could for their interest with respect to this property. When he arrived—or soon after he arrived—he called a meeting of the inhabitants of Newcastle, and stated that he had this land, which he was disposed under certain conditions to let out on lease for twenty-one years. I believe the meeting took place in the Church of England schoolroom.
429. Were you present? I was not present at that meeting, but I have it upon the best possible authority. In consequence of this he had this land surveyed, cut up into streets and allotments, and gave a power of attorney to Mr. Simon Kemp to act as his agent in letting it. The consequence of this was that a number of parties, the tenants now on it and others, took these allotments upon the faith that the Bishop had such an interest as he described.
430. Can you say in what year this meeting took place? Hardly, without reference I have the facts in writing, but not with me.
431. Have you seen at any time a lease similar to the one now produced (*handing a lease to witness*)? Yes, I have.
432. In all respects similar? In all respects similar. I know what this is, because I have seen them all. A portion of them are signed by the Bishop himself and a portion by his agent only.
433. Can you state the first occasion upon which any doubt was raised as to the validity of these leases? The doubt originated, I believe, only when the Railway Company began to require the property and to make inquiries.
434. What Railway Company? The Great Northern.
435. In the first instance, the Hunter River, I believe? Yes, the Hunter River.
436. Do you know any cases of peculiar hardship connected with the taking of this land by the Hunter River Railway? I do, very many of extreme hardship. The man Morris had a good establishment there, a wheelwright, and carpenter's shop. There is also the case of Mrs. Painter, a widow, whose husband built a house under peculiar circumstances, having very small means, exhausted all his means, and is supposed to have lost his life in the exertions he made to get up a house on the property he had taken. That house is not exactly taken down, but there are high fences blocking it up. And there are large premises, belonging to Mrs. Yarwood, blacksmiths' shops and two or three houses that were built there, all taken down. An oven was pulled down, the bread was taken, hot as it was, out of the oven, and destroyed,—as well as a good deal of other property, although it was afterwards discovered that for railway purposes the oven and the houses need not have been destroyed.
437. You have told us that you acted in the double capacity of advocate and arbitrator? Yes.
438. Will you tell the Committee when, and under what circumstances? The case I may say has never been brought to arbitration, so I have never acted in that capacity, although I was returned as such when I first interested myself in it.
439. Why not? Because difficulties were in the way. Mr. Barker came down for that purpose, and Mr. Holden was sent for on the part of the trustees; insuperable difficulties were found; however, Mr. Barker submitted the proposition at that time that he could submit with safety to the Commissioners for whom he was engaged, and, as he believed, advantageous to the leaseholders upon that estate.
440. The arbitration, in consequence of these difficulties, did not come on? It did not come on.
441. For how many tenants were you arbitrator? Ten or twelve, I forget which.
442. Can you state the amount of their claims? Their claims originally were for a very large amount. I forget the precise amount at this moment, but the whole amounted to some £37,000, on the part of the whole interested in the leasehold property.
443. In the first instance? Yes. Being then not arbitrator, but as an advocate, I advised their modifying their amounts, and something like £7,000 would have been accepted on the part of these leaseholders for whom I was interested.
444. Would that sum have included the whole of the claims? Yes.
445. Including Mr. Bingle's and Dr. Stacey's claim? No. I may state why,—Mr. Bingle would not consent originally, nor Dr. Stacey, to reduce their amounts, and they were shut out of the question.
446. Were there any other parties shut out besides Dr. Stacey and Mr. Bingle? I think not.
447. Then you mean to tell the Committee that that sum of £7,000 represented the claims of the whole of the tenants on the Honeysuckle Point estate, with the exception of Dr. Stacey and Mr. Bingle? I think so, of those for whom I was interested.
448. Are you aware whether any of these claimants have received compensation directly or indirectly from the Railway Company or from the Government? I believe not.
449. Do you know Mr. Croasdill? I do.
450. Are you aware whether Mr. Croasdill, as one of the joint trustees of this estate, recognised the acts of the Bishop in issuing these leases? He did, most unequivocally.
451. Will you explain what you mean? In the first place, and I have it from his own lips, with

with respect to Painter's—he took an especial interest in their case—he urged them to take the land as the Bishop had offered it to them, and to build a house; he drew a plan for the house, visited them almost daily during its erection, and sold them a portion of the material of which it was composed; and, as he had been the means of bringing them to Newcastle, he always expressed himself very satisfied with the industry which had enabled them to avail themselves of such an opportunity.

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452. Can you tell the Committee the value of the building erected by Painter on the Honey-suckle Point allotment? They valued it variously; the lowest at something like £800.

453. What is the state of that house? It was a good house, but being a widow she left the house, and lived in a little place near it, and she obtained 30s. a week for the house; but her interest was not confined to that, as she had several allotments of land.

454. In what state is that building now? It is somewhat dilapidated, and shut out completely from any way to the road; I believe they have to clamber over fences to get to the road in any direction.

455. By whom is it occupied? It has been occupied by several parties; Mrs. Painter has married again, and the last time I saw her, I think she told me she got 15s. a week for that for which before the railway was made she got 30s.

456. Are you aware whether any of the tenants paid rent to the Bishop of Newcastle or to his agent? The whole of them did.

457. To whom? To Mr. Simon Kemp.

458. As the agent for the Bishop? As agent for the Bishop; these moneys are in the bank.

459. Previous to the Hunter River Railway Company taking possession of this land at Honeysuckle Point, no doubt was raised as to the validity of the leases? None that I am aware of; although it is a question how far prior to that the Bishop made this discovery; and perhaps I may tell you something relating to that, for I have seen the Bishop's correspondence with Mr. Croasdill in that matter; it was read to me. The Bishop professes that he had no knowledge of the existence of this deed appointing trustees, until Mr. Kerrison James discovered it in a chest in his office, and made him aware of it. The Bishop, in the course of the correspondence, was exceedingly desirous of getting Mr. Croasdill out as a trustee, and offered to release him; indeed he exercised such an amount of authority as induced me to believe that he had much more interest on behalf of the Society at home than appears upon the face of matters as they exist now. When I mentioned the fact to the other trustee (Mr. Scott), he expressed his disbelief of the existence of such facts. I took him to Mr. Croasdill, who referred him again to the Bishop's correspondence; and he was assured it was so with respect to this deed.

460. Do you know by whom these leases were drawn up? I know by report that they were drawn up by a convict on the Breakwater at that time.

461. Drawn up or copied? Well, there is some doubt about that; but certainly he wrote them out. Whether he drew the original I cannot say. Efforts have been made to ascertain that fact, but the Bishop declines to give any information. I was the cause of sending Mr. Brown, the solicitor, to him, with respect to that and other matters; and Dr. Stacey had seen him prior to that; and he refused to give either of them any information. Captain Mann asked me to see him, and I declined to do so, because he had treated others with an amount of suspicion that I did not like.

462. Did you appear as an arbitrator before Mr. Barker? Yes.

463. Why could not Mr. Barker entertain the claims? Mr. Barker submitted a plan by which they might be entertained, and I accepted it, as the arbitrator on behalf of the people for whom I was concerned. It was—that he could advise the Commissioners to pay the whole of the sum due for the fee simple and for the leasehold interest in the estate; that when the Commissioners had paid into the hands of the trustees this round sum, an arbitration might be made between the trustees and these lessees; and that arbitration would determine the relative claim they had to the fee simple. In pursuance of that I obtained a modification of all the claims—Messrs. Croasdill and Scott for the time being consenting to put that in operation. When I presented the claims to Mr. Croasdill, about three days afterwards, he saw that Mr. Bingle's amount was not diminished, and Dr. Stacey's in like manner, and he entirely repudiated having any connection with it. Previous to that I believed the matter to be in a fair way of settlement.

464. Can you tell the Committee the amount of the claims of Mr. Bingle and of Dr. Stacey? Dr. Stacey at that time claimed £6,000, and Mr. Bingle £4,000.

465. Is it the case, that at the present time many of the tenants are in occupation of their allotments without paying any rent? Yes.

466. Do you know why they do not pay rent? Because the Bishop and his agent have both declined to receive any more; it has been offered them repeatedly.

467. Can you tell over what time the refusal of the Bishop and of Mr. Kemp to receive the rent has run? I should think during the last five years no rent has been received by them. I feel certain of that period; how much longer I cannot say.

468. Would you consider it safe to rent an allotment from any of these tenants under their present leases? Certainly not.

469. Can you suggest to the Committee any mode of meeting the claims of these lessees? I see none but by an equitable adjustment, or some such plan as that proposed by Mr. Barker.

470. You consider that Mr. Barker's mode of dealing with these tenants is the fairest? Yes; Mr. Holden, taking a legal view of the matter, advised the trustees not to accede to that proposition, although, I believe, notwithstanding his advice, he was so favorable to the view taken at the time, with the modified amounts, that I should have been able to have accomplished my object but for the circumstances previously stated. It has been urged that any one of these subscribers might have taken exception, and have a right of action against the trustees; but Mr. Scott informs me that originally there were not more than
twenty-

W. Brooks,
Esq., M.D.

16 Dec., 1869.

twenty-three of these subscribers—some portion of these have died, some few are in England—and I can see no difficulty in getting the consent of those who are here.

471. The number of subscribers, according to the evidence we have had before us, is greater than you have stated? Mr. Briggs, solicitor, of Maitland, Mr. Scott told me, would furnish me with their names. He said the number originally was twenty-three; but that that number is not now in existence; besides, he stated that this Society for the Propagation of Christian Knowledge at home had an interest equal to these subscribers, in this land.

472. Are you aware how much land was taken at Honeysuckle Point in the first instance? Twenty-two acres.

473. The whole of the estate? The whole of the estate.

474. Are you aware how much land at the present time is in the occupation of the Great Northern Railway? I presume the whole may be said to be in their occupation, for in like manner the whole was taken by the Great Northern. Subsequently overtures have been made to take only a portion, since the branch line has enabled them to dispense with it.

475. Are you aware how much of the Honeysuckle Point estate the Government are prepared to give up? No; I cannot state.

476. Will you look at this plan (*producing a plan*). Can you by means of this state to the Committee what quantity of land you believe would be sufficient for the Great Northern Railway? I suppose they would not require more than a fourth of it, judging roughly.

477. Do you remember the site of David Morris' house? Yes.

478. Does the Great Northern Railway pass over the site of that house? No, I think not, it borders upon it, as it does in Morley's case.

479. Have you any suggestions to make to facilitate the objects of the Committee? My belief is, that if the Bishop of Newcastle were examined before this Committee, he would afford the necessary information as to what authority he had, for there can be no question that he did receive authority from the Society at Home to deal with this land; how that authority originated, and in what manner he had exercised it. I think also that Dr. Mitchell, as one of the chief subscribers, should also be before the Committee; and that the Committee by getting as it does now only secondary evidence does not see the whole of the case. I feel assured in my own mind that the secrecy the Bishop has exhibited in this matter is hardly Christian-like, that he does know a great deal more with regard to this case than any other person. I believe the Society have a right in the fee simple of this land, although it is not shewn upon that deed; Mr. Scott and Mr. Croasdill told me repeatedly that they had, and that that was the reason Bishop Broughton had appointed Mr. Croasdill as trustee. Mr. Croasdill has said,—“When the Bishop wrote me to sell this land, believing it to be ineligible, “I made a plan of Newcastle from Queen's Wharf to this property, and wrote a letter to “say that I believed this land which had cost only £800 would in a few years be worth “£20,000, and the Bishop sent the whole of the correspondence Home to the Society.” Yet, now it is sought to prove that the Bishop was originally only a money lender—the mere renter. At one time he would have ordered the land to be sold but for the representation made, and the trustees not only recognise the Bishop's acts at one time, but one of them, as in Painter's case, urges the building of a house upon the land, and himself supplies a portion of the materials. I believe if these parties were brought before the Committee, the Committee might from their evidence contrive a way to get all the parties to come to an equitable adjustment. I am quite satisfied of their legal position, from an investigation of the arguments I have heard in the course of the proceedings. I may say that Captain Mann, as well as Mr. Barker, admitted the hardship of the case, and so thoroughly convinced of its injustice when the matter was made plain to them that they said,—“We did look upon you “with some suspicion, and were about to take some exception to you, but we shall not now, “for we find you were quite right in pressing the interests of these poor people in the “manner you have.”

480. *By Mr. Cape:* You blame the Bishop for his reserve, and think matters have become complicated from his reserve? Yes, and I have the best possible reason for so doing. Captain Mann urged me to see him, but I said I durst not; Dr. Stacey had been to see him, and he offered to write him a cheque for £500, and pay him out if that was a difficulty; he treated them all so. Since then I sent Mr. Brown as a solicitor, simply with the view of reconciling the matter, and to see if he could bring his influence to bear so that the matter could be arranged in such a way as that the people should not lose their little all. He treated Mr. Brown in the same manner as he had done Dr. Stacey, and utterly ignored the thing.

481. I thought it appeared, from some part of the evidence, that the Bishop had shewn some little sympathy? I am not aware that he has in any way; he called meetings when he wanted to let the lands, but since then he has not even afforded any information. There is another reason why I think you should examine Dr. Mitchell—the deed was not drawn by a solicitor. Mr. Barker had this deed in his possession before this question arose, and he is quite convinced of that; he says it is a very clumsy and loosely drawn deed, and he believes Dr. Mitchell drew it.

482. *By the Chairman:* You have stated that the several tenants, exclusive of Dr. Stacey and Mr. Bingle, were prepared to compromise their claims for the sum of £7,000,—can you give the Committee a detailed statement of these several claims? I believe I shall be able to furnish the Committee with the information from papers at present in the hands of Mr. Barker. (*Vide Appendix.*)

483. What do you consider the value of the land at Honeysuckle Point? I should consider, from the price land has brought in its immediate vicinity, £2,000 per acre.

WEDNESDAY,

WEDNESDAY, 21 DECEMBER, 1859.

Present:—

MR. LODER,

MR. RUSSELL.

ARTHUR HODGSON, ESQ., IN THE CHAIR.

The Honorable James Mitchell, M.L.C., examined by permission of the Legislative Council:—

484. *By the Chairman*: Do you know the Honeysuckle Estate, Newcastle? Yes, I know what is called Honeysuckle Point

485. Do you know an estate, containing 22 acres more or less, generally called the Church and School Estate? It may be called the Church and School Estate, but it is the Proprietary Grammar School Estate. It consists of nearly 22 acres.

486. Were you ever a trustee of the estate? No. I purchased the land on behalf of the subscribers to a proprietary grammar school.

487. Can you recollect the year? It was in September, 1840.

488. Do you remember the number of the subscribers? The number of the subscribers was forty-seven, exclusive of the Bishop of Australia.

489. Can you tell the Committee under what circumstances the subscriptions were originally made? A great desire existed to have a proprietary grammar school in the district of Newcastle, and I with many others was anxious to have such an institution, similar grammar schools having been previously established in Edinburgh and other parts of Great Britain. We considered that the establishment of a proprietary grammar school would be of very great value, and accordingly put our names down for a certain number of shares. I may say that the Scott family were very anxious for it, and they had at the time a considerable influence in the district.

490. Do you remember the amount of the purchase money? The purchase money was £803 15s., which I paid the Government.

491. Had your subscriptions sufficient to cover the amount? No; but the Bishop of Australia, afterwards Bishop of Sydney, saw the advantage that would accrue to the country, and he promised to advance what might be requisite from the funds of the Christian Knowledge Society. He had £3,000 sent out to establish a college in connection with the Church of England, and, as this proprietary grammar school was to be connected with the Church of England, he advanced sufficient money for the purpose; in fact, he put his name down for £500, to be repaid by fees of £1 a year from each scholar attending the school, without interest.

492. Has that sum of money ever been paid off? It has never been paid off.

493. This sum is, therefore, owing to that society? To the Christian Knowledge Society.

494. Was Bishop Broughton trustee of this land? He was not.

495. Not *ex officio*? I should say not. He selected for his trustee Mr. William Croasdill, and Mr. A. W. Scott was selected on behalf of the proprietors.

496. Was any security given to the Christian Knowledge Society on behalf of the money advanced? It was mentioned in the trust deed.

497. Has that trust deed any existence now? I believe it is in the Bishop's Office.

498. *By Mr. Russell*: Is it not very likely it was sent to those who advanced the money? No; all the Bishop was anxious for was some acknowledgment that the money had been advanced and would be repaid in a certain way to the Christian Knowledge Society. If I am not mistaken it was in this way, viz.,—£1 per annum from each scholar at the proprietary school till the sum was liquidated.

499. *By the Chairman*: Are you aware of the present approximate value of this estate? I am at a loss to give even an approximate value; I can only say what one of the trustees told me. Mr. Croasdill said it was worth from £30,000 to £40,000; but I would not attempt to say what the value is.

500. You are aware this estate, or a considerable portion of it, was taken possession of by the Hunter River Railway Company, and afterwards by the Government, for laying down part of the Great Northern Railway? Only by report.

501. Are you aware that the Bishop of Newcastle leased several allotments on this estate to several tenants? I only know it by report; I have seen a copy of a lease said to have been granted by him, but I know nothing more of it.

502. Do you consider it would be difficult to find out the whereabouts of several subscribers towards the funds employed in purchasing this estate? I don't know how you can do it.

503. Are you aware whether any interest has been paid to the Society for Promoting Christian Knowledge, upon the sum advanced by them? I believe the Christian Knowledge Society do not take interest for their money. It was simply advanced by the Bishop, to be returned in the way I have stated.

504. Do you know that, in adjusting the claims of any tenants on the Honeysuckle Point estate, any difficulty would arise on the part of the Society in London? I cannot answer that question; but my impression is, that if they got the £500 they would be satisfied; but I cannot say whether my impression is of any value to put on record.

505. The subscriptions that were set on foot at Honeysuckle Point have nothing to do with any testimonial to Sir William Burton? Nothing whatever.

506. Do you consider that the evidence of the Bishop of Newcastle would be material in this question? I think it right he should be examined, if he has no objection thereto.

The Hon.
J. Mitchell,
M.L.C.

21 Dec., 1859.

THURSDAY,

THURSDAY, 3 MAY, 1860.

Present:—

MR. CLOSE,
MR. HAY,MR. HODGSON,
MR. RUSSELL.

ARTHUR HODGSON, ESQ., IN THE CHAIR.

John Williams, Esq., Crown Solicitor, called in and further examined:—

J. Williams,
Esq.
3 May, 1860.

507. *By the Chairman:* Allusion has been made by Dr. Brooks, one of the witnesses examined before this Committee, to the claims of the tenants at Honeysuckle Point, for compensation—can you favor the Committee with an abstract of those claims? I have an abstract prepared, shewing all the claims relating to Honeysuckle Point, as well those for fee simples as those for tenancies.

508. Would you have any objection to furnish the Committee with an abstract of the claims of the tenants? I will supply the Committee with a copy. (*Vide Appendix A.*)

509. Could you, as Crown Solicitor, recommend any compulsory arbitration in this matter? In what way?

510. By means of an Act of the Legislature? To do what?

511. To compel the trustees to come to arbitration with the Government, and to be included in that arbitration the claims of the tenants? I do not think it would be a part of my duty, as Crown Solicitor, to advise on that point.

512. *By Mr. Russell:* The question is, whether it is competent to make such an arrangement? If you ask my opinion without reference to my office, I must say that I cannot conceive that the Committee can recommend any arrangement. This appears to be a private trust. As far as I can ascertain by inquiry, the money was subscribed by a number of gentlemen anxious to form a proprietary school; and not having sufficient funds, they borrowed £500 from the Bishop, with the intention that it should be expended and repaid in the way then arranged. (*Vide Appendix B.*)

513. *By Mr. Hay:* Cannot you conceive an instance in which the right to land being in dispute, the parties in possession will be seriously damaged by the land being taken under an Act for railway purposes? Yes, without a doubt; that is to say, they being in possession without a sufficient title would have that fact disclosed.

514. Might they not be further injured by being ousted from the possession—might it not in fact be difficult for any one to oust them from the possession, notwithstanding the defect of their title? That is sometimes the case.

515. Are there not cases in which it is difficult to oust persons holding under defective title, but actually in possession? That may be from some possible defect in the proof of the title by the claimant; but if we find a man with a good possessory title, we should compensate for land taken the same as in any other case of a good title shewn.

516. In this case you do not think that would apply? Certainly not.

517. That is to say there would have been no difficulty in ousting these persons from their possessions? Not the slightest.

518. Even if the Railway Company had not taken them? Not the slightest.

519. Have you seen the deed, or are you at all aware of the character of the deed? I have been trying to get it. I called at Messrs. Norton and Barker's, and Mr. Barker said they had not it, but he believed Holden and Macarthy had it, and by Mr. Macarthy I am told that he believes it is in the hands of Mr. James. I called upon Mr. James this morning, but he was not in his office.

520. Mr. Barker in his evidence told us that in his opinion the trustees had no power to let? I think that is extremely probable, but I should have fancied from the nature of the trust that they had such power.

521. From the object of the deed being the endowment of a Grammar School it is likely? I cannot say, but my impression is now the other way. I should have thought that the object being a Grammar School, the power to let land would have been a matter of course.

522. But you cannot say anything for or against the opinion of Mr. Barker? He has seen the deed and I have not, and no doubt his recollection is correct. Had I known earlier the wish of the Committee I should have looked up the deed.

523. Have you seen Mr. Barker's evidence, in which he seems to have been of opinion that these parties might be entitled to compensation as tenants from year to year? They are so entitled—that is to say, there is a clause in 22nd Victoria, No. 19, which declares that where parties are in possession of land, and no particular tenancies can be shewn, they shall be taken to be tenants from year to year; but that does not touch the present question, it would not carry the value of the buildings, but would relate solely to the profits from the use of the land for a year.

524. That is in law what these persons are entitled to for compensation? The utmost; and that is taking an extreme view, for the Act says, "shall be deemed to be a tenant from year to year"; but, if the contrary can be shewn, the party, of course, would not be so treated. The Commissioner would, I have no doubt, willingly accommodate the matter on that basis.

525. As to the value of the buildings, I think we had it pretty generally in evidence that these persons had the option all through of removing the buildings? I do not know how that fact is.

526. Supposing it to be in evidence that they had that option, do you think their claims might to be pretty fairly met by compensation for a year's interest in the land, with the liberty of removing the buildings? I conceive that they would have no claim whatever. Compensation for a year's use would be merely nominal. It is no compensation at all in comparison with the claims made.

APPENDIX.

J. Williams,
Esq.

A.

UNSETTLED CLAIMS as for Leasehold Interests at Honeysuckle Point, the papers relating to which have been handed to the Crown Solicitor by the Commissioner for Railways.

3 May, 1860.

	£	s.	d.
L. E. Young	382	0	0
D. D. Morris	3,500	0	0
L. R. T. Bolton	30	0	0
L. J. E. Morley	455	0	0
L. J. Metcalfe	400	0	0
L. J. Morley	409	0	0
L. R. Johnson	530	8	0
D. M. T. Smith	50	0	0
L. W. S. Croker	800	0	0
L. H. Hinton	900	0	0
L. J. Croft	1,080	0	0
L. N. Hill	400	0	0
L. G. Harwood	4,550	0	0
L. E. W. Lodge	1,000	0	0
D. H. Painter	1,800	0	0
L. J. Lecce	800	0	0
L. J. Bingle	4,000	0	0
L. W. H. Whyte	1,670	0	0
L. J. & A. Brown	1,000	0	0
D. J. E. Stacey—values Land £6,000; does not value House	6,000	0	0
L. A. E. Baker	No amount of claim stated.		
L. A. Elliott	Do.		
J. Bryson—does not state nature of claim, and	Do.		

L—Claims as Leaseholder.

D—Claimant does not state whether Freeholder or Leaseholder, but believed to be Leaseholder.

B.

The Bishop's claim was therefore limited to the repayment of the money lent—he had no power in any way to deal with the land. If, by Act of the Legislature, the lessees are allowed to claim, as against subscribers to the school fund, a portion of any money payable to the Trustees, it will, in effect, be obliging the subscribers to pay compensation for the Bishop's unwarranted dealing with their property. The subscribers to the fund are clearly, I think, entitled to the whole of the proceeds of the land purchased by them.

SEPARATE APPENDIX.

A.

60-12.

Legislative Assembly Committee Room,
Sydney, 10 April, 1860.

My Lord,

The Select Committee of the Legislative Assembly, appointed to inquire into the claims of Mr. David Morris and others to the lease of certain lands at Honeysuckle Point, Newcastle, held under lease from your Lordship, and from which they were ejected by the Railway Authorities, being about to bring their inquiry to a close, are desirous, before doing so, of having some statement from your Lordship as to the matter under consideration, and with that view I now beg to request that you will be so good as to name any day on which it may be convenient to your Lordship to favor the Committee with any information, either personally or by a letter which I could lay before the Committee.

I beg at the same time to enclose a copy of the Evidence already taken on the subject.

I have, &c.,

The Right Reverend
The Lord Bishop of Newcastle.ARTHUR HODGSON,
Chairman.

B.

Morpeth, 18 April, 1860.

Sir,

On Friday last, the 13th instant, I received your letter of the 10th, requesting me to name a day on which it might be convenient for me to favor the Committee (appointed to inquire into the claim of David Morris) with any information, either personally or by letter, which I could lay before them; a copy also of the evidence already taken on the subject reached me by the same post.

This evidence I at once carefully read, and now devote the first day at my disposal to prepare the statement requested, feeling that my early attention to the wishes of the Committee will best shew my sense of their courtesy in not requiring my personal attendance, which, at this time, would have greatly interfered with my official duties.

My statement may be divided into:—

I.—OBSERVATIONS ON THE EVIDENCE.

II.—EXPLANATIONS OF MY OWN INTERFERENCE.

III.—SUGGESTIONS RESPECTING COMPENSATION TO THE TENANTS.

1. There are some errors in the evidence, of course unintentional, which it is desirable to correct. Question (262).—I did not instruct Mr. James, but Mr. James communicated with me, at the request, I presume, of Mr. A. W. Scott, before he sent in the application.

(263).—I never received any such notice as trustee.

(344).—Mr. Crossdill never protested.

104—F

(386.)

- (386).—Mr. Kemp's memory quite fails him when he says I sent him a draft of the leases. I left the whole matter to him, having full confidence in him, and perfectly remember that he brought the first leases to me to sign when I was in a great hurry to keep an appointment, which led me to sign them without reading them, and thus I was quite ignorant there was any allusion to trustees in the leases, as mentioned in (360).
- (409).—I have no recollection of this offer of £500, or of my declining to meet it.
- (428).—No such meeting ever took place; I, therefore, could not state at it I had the land, or describe the interest I had in it.
- (479).—I have never communicated or received any communication from the S.P.C.K., respecting the £500 of their money lent for the purchase of this land. It is the invariable rule of that society that any money of theirs, voted for educational purposes in a diocese, is at the disposal of the Bishop, who is their representative and the guardian of their rights.

II.—THE EXPLANATIONS OF MY OWN INTERFERENCE.

1. Soon after my arrival in my diocese in January, 1848, my attention was called to the College land at Honeysuckle Point. It was described as lying vacant, useless, profitless; and the blame of this neglect was attributed to me, who, as Bishop, was supposed to have the control of the property. These remarks were reported to me by the late Canon Wilton, and applications to lease were often made to me, of which I enclose the originals of two—one dated 7 August, 1848, from Mr. Winship; another dated 5 November, 1850, from Mr. Thos. Adam.

2. Feeling that the fact, or rumour, of Church property lying idle and unproductive would be very prejudicial to the interests of the Church, especially when it was necessary to ask for generous contributions from the laity for the maintenance of the Church and Clergy;—and being also of opinion that the land at Honeysuckle Point was very unsuitable for the site of a College, from its low position, and therefore must be sold or leased to provide funds for building a College elsewhere—I determined to inquire of the late Bishop of Sydney under whose control the land was.

3. On my next visit to Sydney, I asked his Lordship—"Do you consider that you have the full control of the College land at Honeysuckle Point?" The late Bishop answered, "Yes; I have always considered it under my control." I next asked, "Am I then to consider that the land is now under my control as Bishop of the diocese in which it is situated?" His Lordship's answer was, "Yes, I have always considered this College land under my care and control; and that care and control now devolves upon you." Before I left Sydney on this visit I made the same inquiry of Mr. James, the Bishop of Sydney's Secretary and Deputy Registrar, and received the same answers.

4. To shew that this opinion was not confined to the late Bishop of Sydney and Mr. James, I may add, that when I asked Mr. Croasdill, in April, 1854, to explain the fact that he had allowed me to exercise legal control over this land during a long period of time, while he was at Newcastle, and while he all the time knew that he was a trustee of this land, he replied, in a letter dated April 15th, 1854, in these terms:—

"Granted that I was a trustee, and knew it—have I ever stated the contrary—still you will plainly see from my letter to the Bishop of Sydney of the 5th April, 1842, in reply to his Lordship's letter of 17th January, 1842, that he assumed the controlling power. I enclose copies of these letters which abundantly shew that he called on me to give my opinion of the value of the land, because he contemplated a sale or exchange of it, not appealing to me as a co-trustee even.

"I naturally considered that your Lordship had succeeded to the authority of the Bishop of Sydney, and that you had a perfect right to dispose of the land, as the Bishop of Sydney evidently thought he had, and might have done."

5. During 1850, I took great trouble to ascertain how this land could be turned to the best account, and in January, 1851—before the railway was thought of, or the gold discovery had raised the value of land—succeeded in letting most of it on improving leases for 21 years, so as to bring in a land rent of about £100;—the offer of Mr. Thos. Adam, in November, 1850, being to lease the whole at a rental of £5, increasing one pound each year.

6. Every person at Newcastle seemed pleased with this arrangement, and everything went on most satisfactorily until April 26th, 1853, when I received a letter from Mr. James, enclosing a trust deed, conveying this land in trust to A. W. Scott, Esq., and Mr. Croasdill, which he had lately found at the bottom of an iron chest, and expressing his great regret that the existence of such a deed had quite escaped his memory. I immediately wrote to Mr. James to make inquiries about the matter—received his reply May 12th, and on that same day wrote to both Mr. A. W. Scott and Mr. Croasdill to inform them of the discovery of this deed.

7. Thinking it may be more satisfactory to the Committee, I enclose the whole correspondence:—
No. 1.—May 12, 1853. My letter to A. W. Scott, Esq., of which a copy was sent the same day to Mr. Croasdill.

No. 2.—December 13, 1853. A second letter to Mr. A. W. Scott.

No. 3.—May 30, 1853. Mr. Croasdill's reply.

No. 4.—December 23, 1853. Letter from me to Mr. Croasdill, shewing that Mr. A. W. Scott called on me on the 16th December.

No. 5.—January 3, 1854. Letter from Mr. Croasdill.

No. 6.—January 12, 1854. My reply.

No. 7.—February 4, 1854. Letter from Mr. Croasdill.

No. 8.—February 8, 1854. My reply.

No. 9.—February 10, 1854. Letter from Mr. Croasdill.

No. 10.—March 16, 1854.—Letter to Mr. Croasdill.

No. 11.—March 22, 1854. Mr. Croasdill's reply.

No. 12.—April 12, 1854. Some extracts from a long letter of mine to Mr. Croasdill, to which he replied at greater length, April 15th; from which letter the only paragraph which it is necessary to produce is that already quoted in section 4.

Gathering from Mr. Croasdill's letter (No. 11) that he supposed I had done him a personal injury; and hearing, some months before, that he had spoken very bitterly of my rebuke of his uncharitable sentiments (as mentioned in No. 12); and being warned that he was anxious, if possible, to place me in a position of difficulty respecting these leases, I felt that any further exertions on my part would not expedite but hinder a satisfactory arrangement; and that the only hope of Mr. Croasdill's being persuaded to act was grounded on my retiring entirely from any active co-operation in the business. This course of conduct I have since pursued, not from want of interest or sympathy with the suffering tenants, but to remove all cause of irritation from the mind of the obstructive trustee.

III.—SUGGESTIONS RESPECTING COMPENSATION TO THE TENANTS.

1. The Government will, I trust, be required to keep the whole land, as the site, before the railway was laid down, and more especially since, must be considered quite unfit for the site of a College.

2. The only parties with whom the Government can legally treat are the trustees, for the interest of the tenants is only that of yearly tenants, which does not include their buildings. (Question 258.)

3. The trustees only claim the value of the fee simple of the land; while the Government are willing to give compensation for land and buildings (Questions 250, 251),—that is, for buildings erected previous to their notice of requiring the land. There surely, therefore, cannot be any difficulty in the Government settling by arbitration the value of the buildings and fencing, and in securing by some legal document the amount of the compensation given for each building to the tenant, at whose expense

expense it has been erected. The trustees do not wish to receive the compensation for buildings, and therefore might bind themselves to pay over such compensation to the respective tenants.

4. Mr. Croasdill, in his letter of March 22nd, 1854 (No. 11), says—"In equity the lessees are only entitled to have refunded the amount they have given for, and expended on, the land; they cannot be allowed to make a gain through an innocent mistake on your part." This is perhaps true; still I should wish all tenants who have fulfilled the covenants of their leases (Questions 408, 416) to have given to them the fair value of their leases, estimated not after the land was required for the railway, nor after the land was increased in value by the discovery of gold, but according to the value when the leases were granted in January, 1851.

5. Should Mr. Croasdill continue to obstruct any satisfactory arrangement, I would suggest that his trusteeship might be brought to a close in this way. He is trustee to represent the Bishop; that is, the interest of £500 lent from the funds of the Society for Promoting Christian Knowledge. Let this £500 be at once paid off, and then I should imagine that the interest, which Mr. Croasdill represents, having ceased, his trusteeship would cease; or that a Court of Equity would empower the subscribers to elect another trustee in the place of Mr. Croasdill. There is at present in hand towards this £500, £346 5s., probably with some addition of interest, and the difference (£153 15s.) might easily be at once raised. I would most cheerfully subscribe £50 towards it.

In conclusion, as I observed in the speech moving for this Committee, as reported in the public papers, that it was argued—the petitioner should not be allowed to suffer from the mistake of the Bishop of Newcastle, and as I find the same point often dwelt on in the questions to the witnesses before the Committee, I may be allowed respectfully to object to such expressions, as incorrect and invidious. The tenants do not suffer from my mistake, for if my mistake were the cause of their suffering and loss, the law would give them a remedy against me. They really suffer from their neglect in not investigating their title—a neglect which the law visits in all its consequences upon those who are guilty of it; and if they are supposed to be free from all blame respecting this neglect, because they had full confidence in me, I may also claim to be exempt from all blame because I had similar confidence in one who had every claim to my confidence—the late venerated Bishop of Sydney.

Arthur Hodgson, Esq., M.P.,
&c., &c.

I remain, &c.,
W. NEWCASTLE.

P.S.—I should be obliged by having the enclosed documents and correspondence returned to me, having sent them for the satisfaction of the Committee, and not, unless it be deemed necessary, for publication.

C.

Lease for Lands at Honeysuckle Point, in favor of Mr. David Morris.

MEMORANDUM OF AGREEMENT made the first day of January, one thousand eight hundred and fifty-one, BETWEEN the Right Reverend the Lord Bishop of Newcastle (for and on behalf of the Trustees of the College or School Land in the District of Newcastle) of the one part, and David Morris, of Newcastle aforesaid, carpenter, of the other part, WITNESSETH that for and in consideration of the rent and covenants hereinafter contained on the part and behalf of the said David Morris, his executors, administrators, and assigns, to be paid and performed, He the said Lord Bishop of Newcastle (for such Trustees) doth hereby covenant, promise, and agree with and to the said David Morris to grant him a lease of the allotment of land hereinafter described and delineated on the margin of these presents (that is to say) ALL THAT AND THOSE that piece or parcel of land or ground numbered 2, bounded on the north by number 3 allotment, on the east by the allotment in the possession of Alexander Brown, junior, 3 chains; on the south by the Maitland Road, and on the west by Adelaide-street, in the City of Newcastle aforesaid, as the same is set out and described in the margin of these presents, TO HAVE AND TO HOLD the said allotment of land or ground for the term and space of twenty-one years, to be computed from the day of the date of these presents, He the said David Morris, his executors, administrators, and assigns, YIELDING AND PAYING therefore and thereout yearly the sum of Two pounds sterling, by four even and equal quarterly payments on every first day of April, first day of July, first day of October, and first day of January, in every year during the said term. AND the said David Morris doth hereby promise and agree that he will, in a good and substantial manner, within twelve months from the date hereof, fence in the said allotment of land, and also cause all buildings that may hereafter be erected thereon to be slated or shingled; no such building to be on any account roofed with bark. AND the said David Morris doth hereby for himself, his executors, administrators and assigns, covenant and promise with and to the said Lord Bishop of Newcastle (for such Trustees), that he shall not nor will during said term carry on or suffer to be carried on the trade or business of slaughtering, boiling down, soapmaking, candlemaking, or any other nuisance whatsoever, on the said premises or any part thereof. And in case the said rent hereby reserved shall be behind or unpaid for the space of twenty-one days after any or either of the said days herein appointed for payment thereof, the same having been lawfully demanded, it shall and may be lawful for the said Lord Bishop (or the said Trustees) to enter in and upon the said premises and the same to have again, repossess, and enjoy, as in his or their first or former estate, anything herein contained to the contrary notwithstanding. AND the said Lord Bishop of Newcastle doth hereby agree with the said David Morris that he the said David Morris paying the said rents, and performing the said covenants, shall and may peaceably and quietly hold and enjoy the said piece of land hereinbefore described without any interruption claim or demand whatsoever of or by the said Lord Bishop (for such Trustees), and at the end or other sooner determination of the said term shall and will yield up the same, with the improvements thereon erected and built, unto the said Lord Bishop of Newcastle (or such Trustees as aforesaid). IN WITNESS whereof the said parties have hereunto put their hands and seals the day and year first herein written.

Signed, sealed, and delivered }
in presence of }
S. KEMP.

W. NEWCASTLE.
DAVID MORRIS.

Received into the Office for the Registration of Deeds, in Sydney, the twenty-fourth day of August, A. D. 1854, at twenty-five minutes past one o'clock in the afternoon, from Edward Brown, of Sydney, an attested copy of the within deed to be registered, certified by Charles Lane, of Newcastle, and numbered five hundred and thirty-eight (538), book thirty three (33).

ALFRED ELYARD,
Chief Clerk of the Supreme Court, and Registrar of Deeds.

1859.

—
Legislative Assembly.
NEW SOUTH WALES.

RAILWAY ACCIDENT.

(CORRESPONDENCE RESPECTING CLAIM OF MRS. WANT.)

Ordered by the Legislative Assembly to be Printed, 21 December, 1859.

CORRESPONDENCE respecting the Claim of Mrs. Want, in consequence of the death of her late Husband, by the Railway Accident of 10 July, 1858.

*Railway Department,
26 July, 1858.*

MY DEAR SIR,

I understood, till I accidentally met you on Saturday, that poor Mrs. Want had been left in such circumstances as would have rendered any offer of pecuniary assistance altogether out of place; but if I understood your statement aright, I had been misinformed previously. If so, will you oblige me by informing me in what manner assistance of a pecuniary nature could be offered to Mrs. Want, so as least to intrude upon her, as it is the wish both of the Government and of the Commissioners that none of the sufferers by the late unhappy accident should need anything at present.

I am, &c.,

W. W. BILLYARD, Esq.

B. H. MARTINDALE.

Sydney, 29 July, 1858.

MY DEAR SIR,

In reply to your note respecting Mrs. George Want, I beg to inform you that she has appointed Mr. Lennon, the Broker, Pitt-street, as her Agent, and Mr. Dawson as her Solicitor. I have, therefore, referred your communication to those gentlemen, who will shortly wait upon you on the subject.

Believe me, &c.,

B. H. MARTINDALE, Esq.,

WM. W. BILLYARD.

&c., &c., &c.

23 August, 1858.

SIR,

In reference to your letter to Mr. Billyard of last month, kindly proffering temporary pecuniary assistance to Mrs. Want, for the loss sustained by her, by the death, by the late fatal Railway accident, of her husband, the late Mr. George Want, we do ourselves the honor to inform you, that although Mrs. Want, unhappily, is by the loss of her husband wholly deprived of the means of subsistence in the future, in any event compatible

with her social position; and particularly that, by profession and income therefrom of her late husband, she will not require the immediate temporary assistance contemplated by your communication, and hence the non-claim at that time therefor;—we now, however, beg to bring to the notice of the Government and Commissioners the claim which we submit she has against them for the irreparable loss which she has sustained, and respectfully beg that compensation be made to her with as little delay as possible—her pecuniary position being, we are instructed, far from a desirable one.

Without assuming for a moment that the Government or Commissioners are not only well competent as well as willing to determine that which Mrs. Want is fairly entitled to, but we would suggest that should any question arise on the amount of compensation to be given, the matter be referred to arbitration, or the value of her late husband's life, based on his age and income, be determined by an actuary.

In the hope that this communication will be met with the like kindly feeling which your letter to Mr. Billyard so much evidences, and for which Mrs. Want requests us to return her sincere thanks,

We have, &c.,

RODD & DAWSON.

Railway Department, Sydney,

7 September, 1858.

SIR,

I have the honor to transmit herewith a letter from Messrs. Rodd and Dawson, claiming compensation on behalf of Mrs. Want, for the loss she has sustained from the death of her husband by the late Railway accident, and also a copy of my letter therein referred to, and I have to request the instructions of the Government as to the course they desire the Commissioners shall pursue in this matter.

I have, &c.,

B. H. MARTINDALE.

THE HONORABLE

THE SECRETARY FOR LANDS
AND PUBLIC WORKS.

132, Pitt-street,

Sydney, 11 September, 1858.

DEAR SIR,

We beg again to direct your attention to our letter, upon the subject of Mrs. Want's claim; and we have to inform you, that unless we receive a satisfactory reply on or before Tuesday, at 11 o'clock, we must (though with regret) take proceedings in the matter.

We are, &c.,

RODD & DAWSON.

CAPT. MARTINDALE.

(By THOS. HUGHES.)

Railway Branch,

Department of Internal Communication,

Sydney, 11 September, 1858.

GENTLEMEN,

In reference to your letter of to-day's date respecting Mrs. Geo. Want's claim, I have the honor to inform you that the Commissioners have referred your former letter to the Government for instructions, to which they have not yet had any reply. Your letter of to-day has also been referred to the Government, and on receiving their instructions the Commissioners will at once communicate with you on the subject.

I have, &c.,

MESSRS. RODD & DAWSON,
Solicitors.

B. H. MARTINDALE.

B. C.—By an oversight in the Secretary's Department, Messrs. Rodd and Dawson's first letter, date 23rd August, and my letter therein referred to, were I find not forwarded as directed; they are now enclosed.

B. H. M.,
13 Sept., 1858.

THE HONORABLE
THE SECRETARY FOR LANDS
AND PUBLIC WORKS.

*Department of Land and Public Works,
Sydney, 8 October, 1858.*

SIR,

Referring to your letter of the 7th ultimo, and previous correspondence relative to the compensation claimed by certain sufferers by the Railway accident on the 10th July last, I am directed to inform you that it is considered necessary that all persons claiming such compensation should take legal proceedings against the Commissioners for obtaining the same, not that such claims should necessarily be opposed, but in order to justify those officers in making compensation, and to determine in that way the amount to be allowed in each case.

I have &c.,

THE CHIEF COMMISSIONER OF RAILWAYS.

MICL. FITZPATRICK.

Refer to Solicitor for his opinion as to the course to be pursued.

B. H. M.

MR. BARKER'S B. C. MINUTE.

" 15 October, 1858.

" I presume the Commissioners have no discretion in the matter; the Government
" having determined that the compensation shall be assessed by a jury, and, in that case,
" they have simply to intimate to the claimants that the Commissioner cannot make com-
" pensation until the right to it and the amount has been established by the verdict of a
" jury. Had I been consulted in the first instance, I certainly could not have recommended
" the Commissioner to pursue this course, as I believe it will be greatly against the interests
" of the Railway, and will involve the Government in much greater loss than they would
" otherwise sustain. * * * * * (a)

" WM. BARKER.

" CAPT. MARTINDALE, R. E."

*Railway Branch,
Department of Internal Communication,
Sydney, 16 October, 1858.*

SIR,

I have the honor to acknowledge the receipt of your letter of the 8th instant, acquainting me that it is considered necessary that all persons claiming compensation on account of the late Railway accident should take legal proceedings against the Commissioners for obtaining the same.

The importance of the subject will, I trust, justify me in again submitting it for the consideration of the Government before acting on their instructions.

* * * * * (a)

I have consulted the Solicitor to the Commissioners on the steps to be taken to carry out the instructions of the Government, and he assures me that he entertains no doubt that, founded or unfounded, any jury would give far larger damages than are now asked, and points out that, if defeated, the Government must incur the odium in addition of such a course.

There is no question that the accident itself, and the prolonged time it has been kept before the public, have already injured the Railway interests, and this injury would be increased by the whole being again gone over in the Courts of Law.

The

(a) Referring to other cases.

The same considerations apply generally to the case of Mrs. Want, whose husband was unfortunately killed, although this case is somewhat more difficult from no fixed sum having been asked as compensation, but, as I understand the Government do not dispute the liability of the Commissioners, the proposal of Mrs. Want's solicitors, to refer the amount to arbitration, appears reasonable, and any circumstances tending to influence the decision as to the sum to be paid, can be laid before arbitrators as well as before a jury, and without the inconveniences attendant upon the latter mode of proceeding.

* * * * *

I have, &c.,

B. H. MARTINDALE.

THE HONORABLE

THE SECRETARY FOR

LANDS AND PUBLIC WORKS.

*Department of Land and Public Works,
Sydney, 28 October, 1858.*

SIR,

In acknowledging the receipt of your letter of the 16th instant, respecting the compensation to be accorded to the sufferers by the late accident on the Great Southern Railway, I am directed to inform you that as it will be desirable to ask a vote from Parliament to meet the expense in the cases of the persons named in the margin, the Secretary for Lands and Public Works considers that the better mode of fixing the amounts will be to settle them by arbitration.

Mr. Esytou,
Mr. Hackett, and
Mrs. Want.

2. With reference to my letter of the 8th instant, I am now directed to state that the requirement of actions being first commenced by the sufferers to establish their claims will be dispensed with.

I have, &c.,

MICL. FITZPATRICK.

THE COMMISSIONER OF RAILWAYS.

*Railway Branch,
Department of Internal Communication,
Sydney, 30 October, 1858.*

GENTLEMEN,

In further reference to the letter from the Chief Commissioner to you of the 11th ultimo, on the subject of the compensation to Mrs. Want for loss sustained by the late accident on the Great Southern Railway, I have the honor, in the absence of the Commissioner to inform you that the Honorable the Secretary for Lands and Works considers that the best mode of fixing the amount to be paid will be by a reference to arbitration.

I have, &c.,

(for the Chief Commissioner,)

JOHN RAE,

Secretary.

MESSRS. RODD & DAWSON,
Solicitors.

*Railway Branch,
Department of Internal Communication,
Sydney, 18 December, 1858.*

SIR,

With reference to your letter of the 28th October last, on the subject of compensation to the sufferers by the late Railway accident, I have the honor to submit, for the information of the Secretary for Land and Public Works, the draft submission to arbitration in the case of Mrs. Want, prepared by her solicitors, Messrs. Rodd and Dawson, and revised by the solicitors to the Railway, together with a letter from Mrs. Want's solicitors, of the 10th inst., objecting to any alteration whereby the liability of the Government is disputed, and a copy of Mr. Barker's opinion thereon.

Requesting further instructions,

I have, &c.,

THE UNDER SECRETARY

FOR LAND AND PUBLIC WORKS.

B. H. MARTINDALE.

132, Pitt-street,
Sydney, 10 December, 1858.

MRS. WANT AND RAILWAY COMMISSIONER.

DEAR SIRS,

We cannot, on the part of Mrs. Want, consent to the submission herein being based on an "alleged" wrongful act, &c., whereby the liability to make, as well as the amount of compensation, would be the subject of the reference; we have hitherto proceeded on the assumption that the liability was admitted, and that the amount of compensation alone was the matter to be determined, and we think we may safely say that this is the view taken by the Government; if it be not so (and we shall be glad to learn in the course of Monday next) and it is intended to dispute such liability, we reserve to ourselves and to Mrs. Want the right of withdrawing from the proposed reference, and to adopt such other course as we may deem advisable.

We have, &c.,

MESSRS. NORTON, SON, & BARKER,
&c., &c., &c.

RODD & DAWSON.

Sydney, 10 December, 1858.

MRS. WANT AND THE RAILWAY COMMISSIONER.

DEAR SIRS,

We had no specific instructions from the Commissioner respecting the submission to arbitration, and believing it to be the intention of all parties that the whole question should be referred to arbitration, we made such alterations in your draft as appeared to us to be necessary to give the arbitrators jurisdiction, and our duty to the Commissioner required us to make.

The statement in your draft, that by reason of the circumstances therein recited Mrs. Want and her children became entitled to compensation from the Commissioner, was not, in our opinion, correct. We believe the facts recited disclosed no liability whatever on the part of the Commissioner, for we apprehend that if the death resulted from the felonious act of a stranger, or otherwise than from the wrongful act, neglect, or default of the Commissioner, there is no liability at all. If it is the desire of the Government that a liability shall be admitted, and that it shall be referred to the arbitrators only to assess the amount of compensation to be paid to the widow and children respectively, we shall of course approve of the draft in that form, and be careful not to put you to any trouble or expense that can be avoided, but we must first obtain the instructions of the Commissioner to this effect.

If you will be so good as to return the draft as altered we will forward it with your letter, and a copy of this reply, to the Commissioner for Railways, that he may submit them for the consideration of the Government.

We are, &c.,

MESSRS. RODD & DAWSON.

NORTON, SON, & BARKER.

MR. BARKER'S B. C. MINUTE.

" I sent the correspondence with the submission to the Commissioner on Saturday, the 11th instant, in order that I might be fully instructed as to the course the Government intend to pursue, and particularly with reference to the statements in Messrs. Rodd and Dawson's letter. I do not know that the matter would not be satisfactorily disposed of by arbitration, but, after consideration, I am inclined to the opinion that it would be more satisfactory to the Government to pay on the verdict of a Jury of twelve Special Jurors.

" If the Government intend to admit the liability, perhaps they should offer such an amount as they think reasonable, having regard to all the circumstances. The Commissioner having proposed arbitration, I think he should not withdraw from it, until the claimant has distinctly expressed a desire to do so.

" WM. B.

" 14/12/58.

" CAPT. MARTINDALE, R.E.,

" &c., &c., &c."

MB.

RAILWAY ACCIDENT.

MR. SEC. ROBERTSON'S B. C. MINUTE.

I do not think we should refuse to admit the liability. We are willing to go to arbitration, and only want a fair award to the Government.

B.C., 4 January. CAPT. MARTINDALE, R.E.
M. F.

JOHN R.,
1 Jany., 1859.

MR. BARKER'S B. C. MINUTE.

I have approved of draft submission admitting liability *in accordance with instructions*, and have now to request the Commissioner to name arbitrators to act on his behalf. Mr. Hickey has been appointed on behalf of Mrs. Want.

Solicitor.—
Urgent.
B. F. M.
4/1/59.

CAPT. MARTINDALE, R.E.

WM. B.
17 Jany., 1859.

*Railway Branch,
Department of Internal Communication,
Sydney, 25 January, 1859.*

SIR,

With reference to B. C. Minute of the 4th instant, I have the honor to state that the Solicitors to this Department have returned the Draft Submission in Mrs. Want's case, admitting liability, in accordance with the instructions of the Secretary for Lands and Works, and requesting me to name an arbitrator to act for the Government.

Mr. Hickey has been appointed on behalf of Mrs. Want, and I have to request that I may be informed of the name of the gentleman who is to act as arbitrator for the Government.

I have, &c.,

THE UNDER SECRETARY FOR
LANDS AND WORKS.

B. H. MARTINDALE.

7 February, 1859.

MY DEAR CAPT. MARTINDALE,

Mr. C. Kemp is to be (and has accepted the duty of) arbitrator for the Government *in re* Mrs. Want.

Yours truly,

MICL. FITZPATRICK.

Sydney, 1 April, 1859.

MRS. WANT AND THE COMMISSIONER FOR RAILWAYS.

MY DEAR SIR,

I enclose a notice which I received yesterday afternoon of the intention of the arbitrators to proceed in this case to-morrow morning at ten o'clock, and I also send the papers connected with the matter that the Crown Law Officers may at once be instructed to attend to it on behalf of the Government.

The case is one of difficulty, and will require the greatest attention to guard against an excessive award being made in favor of the claimants.

You will, of course, see the necessity for the professional gentlemen who is to attend being fully instructed without any delay.

I am, &c.,

CAPT. MARTINDALE, R.E.

WM. BARKER.

*Railway Branch,
Department of Internal Communication,
Sydney, 1 April, 1859.*

SIR,

I have the honor to transmit, for the consideration of the Secretary for Lands and Public Works, the enclosed papers, *just received*, relative to the case of Mrs. Want and the Commissioner for Railways.

It will be seen that the case requires *the immediate attention of the Crown Law Officers*. Any information in my power I shall be happy to afford.

I have, &c.,

THE UNDER SECRETARY FOR
LANDS AND WORKS.

B. H. MARTINDALE.

Refer

Refer to Civil Crown Solicitor, with intimation that Capt. Martindale will confer with him. Inform Capt. Martindale of the necessity of his seeing the Civil Crown Solicitor.

I regret that I have not been placed in a position to enable me to give proper and reasonable notice.

JOHN R.,
2 April.

Railway Branch,
Department of Internal Communication,
Sydney, 27 April, 1859.

SIR,

I have the honor to transmit herewith, for the information of the Secretary for Lands and Works, a copy of the award in the matter of the Commissioner and Mrs. George Want, and have to request instructions in the matter.

I have, &c.,

THE UNDER SECRETARY
FOR LANDS AND WORKS.

B. H. MARTINDALE.

AWARD.

WHEREAS by a certain Indenture, bearing date the twenty-second day of February last, between the Commissioner for Railways appointed by the Governor of New South Wales, with the advice of the Executive Council of the said Colony, pursuant to an Act of the Parliament of the said Colony passed in the twenty-second year of the Reign of Her Majesty Queen Victoria, No. , and intituled "*An Act to make more effectual provision for the construction by the Government of Railways in the Colony of New South Wales and for the regulation of the same,*" of the one part, and Anne Blackford Want, the widow and executrix of the late George Want, of Sydney, Solicitor, deceased, of the other part,—*after reciting* that the said George Want was, on the tenth day of July, in the year of our Lord one thousand eight hundred and fifty-eight, travelling in a railway carriage of the said Commissioner for Railways, upon the Great Southern Railway of the said Colony, and that the said railway carriage, whilst running between Parramatta and Homebush, in the Colony aforesaid, was thrown off the line of the said Railway, and was upset, whereby the said George Want was killed, and that the said George Want at the time of his decease was a solicitor in practice in Sydney aforesaid, then being one of the partners in the firm of "*Messrs. R. J. & G. Want,*" of Pitt-street, in Sydney, aforesaid, Solicitors, and that the said George Want, at the time he was so killed as aforesaid, left the said Anne Blackford Want his widow and two children him surviving, who were by reason of the premises deprived respectively of a husband and father; and that it was alleged by the said Anne Blackford Want as such executrix as aforesaid, that the death of the said George Want was occasioned by the wrongful act, neglect, or default of the Commissioner for Railways; and that the said widow and children were therefore entitled to compensation from the said Commissioner for Railways; and that differences had arisen between the said Commissioner and the said Anne Blackford Want, as such executrix as aforesaid, respecting the amount to be paid as such compensation, and the proportions to be paid to the said widow and children respectively, and that the said Commissioner for Railways and the said Anne Blackford Want, as such executrix, had agreed to refer the said question of compensation to the award, order final, and determination of Charles Kemp, of Sydney aforesaid, Esquire, nominated by the said Commissioner for Railways, and Edwin Hickey, of Osterley, Hunter River, in the said Colony, Esquire, and of such third person as the said Charles Kemp and Edwin Hickey should by a memorandum under their hands, to be endorsed on the said Indenture before they should proceed on the said arbitration, nominate and appoint. It is witnessed that the said Commissioner for Railways, for himself and his successor or successors, and the said Anne Blackford Want, for herself, her heirs, executors, and administrators, and each of them, did covenant, promise, and agree to and with each other, and so far as related to the said Commissioner for Railways his successor and successors, and so far as related to the said Anne Blackford Want, her heirs, executors, and administrators, well and truly to pay, to obey, abide by, observe, perform, fulfil, and keep the award, order, arbitrament, and final determination of the said three arbitrators, or of any two of them of and concerning the premises aforesaid, or anything in anywise relating thereto, so as the said award of the said arbitrators, or of any two of them should be made in writing under their or any two of their hands, ready to be delivered to the said parties, or to the executors or administrators of the said Anne Blackford Want, in case she should not then be alive, on or before the first day of May then and now next. And whereas they, the said Charles Kemp and Edwin Hickey, before they proceeded to act in the matters by the herein-before in part recited indenture referred, (that is to say) on the second day of April last, duly, and in pursuance of the provisions in the said in part recited indenture contained, and by a memorandum under their hands endorsed on the said Indenture, nominate and appoint Alexander Gordon, Esquire, Barrister-at-Law, as the third Arbitrator in the matter of the said reference: Now, we, the said Charles Kemp, Edwin Hickey, and Alexander Gordon,

having

having taken upon ourselves the burthen of this reference, and having duly weighed and considered the allegations of the said parties, and also the proof, vouchers, and documents, which have been given in evidence before us, do hereby make and publish this our award in writing of and concerning the matters above referred to as in manner following, (that is to say)—We do award, adjudge, and determine that the said Anne Blackford Want is entitled as such executrix as aforesaid, to be paid by the said Commissioner for Railways the sum of seven thousand seven hundred and fifty pounds as and for such compensation as aforesaid; and that five thousand pounds of the said sum of seven thousand seven hundred and fifty pounds is the proportion thereof which the said Anne Blackford Want is entitled to, as such widow as aforesaid; and that one thousand four hundred and fifty pounds, other portion of the said sum of seven thousand seven hundred and fifty pounds, is the proportion thereof which the eldest of the said children of the said George Want, deceased, is entitled to; and that the sum of one thousand three hundred pounds, other portion of the said sum of seven thousand seven hundred and fifty pounds, is the proportion thereof to which the youngest child of the said George Want is entitled. And we do further award, order, adjudge, determine, and direct, that the said Commissioner of Railways do forthwith pay to the said Anne Blackford Want, as such executrix as aforesaid, the said sum of seven thousand seven hundred and fifty pounds, as and for such compensation to her and to the said children of the said George Want as aforesaid. In witness whereof we have hereunto set our hands this thirteenth day of April, in the year of our Lord one thousand eight hundred and fifty-nine.

Signed and published the thirteenth
day of April, A. D. 1859, in the
presence of
R. C. JOHNSON,
Solicitor, Sydney.

CHARLES KEMP. (L.S.)

EDWIN HICKEY. (L.S.)

ALEX. GORDON. (L.S.)

Crown Solicitor's Office,

Sydney, 30 June, 1859.

SIR,

In returning to you the accompanying papers, I have the honor to inform you that I am clearly of opinion that you, in your capacity of Commissioner for Railways, are liable to Mrs. Want for the payment of the sum awarded by the arbitrators; and that, in default of your paying such amount to her, it is competent for her *at any time* to make the arbitrators award a Rule of Court, and to *issue execution* for the amount awarded.

I have, &c.,

JOHN WILLIAMS,

Crown Solicitor.

THE COMMISSIONER FOR RAILWAYS.

Department of Lands and Public Works,

Sydney, 7 July, 1859.

SIR,

I am directed to inform you that at the request of Messrs. Rodd and Dawson (the Solicitors of Mrs. George Want,) the Government has approved of an advance of one thousand pounds being made to that lady, on account of the sum awarded to her as compensation for the loss of her husband by the railway accident. This expense, pending the decision of Parliament on the whole matter, is to be charged to the £10,000 voted on the Estimates for 1858, as a contingent sum for unforeseen and incidental expenses, &c., made to the Secretary to the Treasury.

I have, &c.,

NICHL. FITZPATRICK.

THE COMMISSIONER
FOR INTERNAL COMMUNICATION.

Is the Commissioner to pay this £1,000 to Mrs. Want, or her order.

B. H. M.,

Under Secretary for
Lands and Works.

18 July.

The Colonial Treasurer will pay it.

M. F.

23 July.

Return to Captain Martindale.

B. C. 25 July,—M. F.

132, Pitt-street, Sydney,

RE MRS. WANT'S AWARD, ARISING OUT OF DEATH, BY RAILWAY, OF HER
HUSBAND, MR. GEORGE WANT.

SIR,

Before issuing execution herein, we deem it but right to endeavour to learn specifically from the Government, whether after the great delay which has taken place, the amount due to the abovenamed lady is now ready to be paid, for if not we regret to have to inform you, that our instructions are to issue and immediately act upon the execution, a step which we need hardly assure you, Mrs. Want has ever been and still is most anxious to avoid, but the long vacation (extending over the whole of January next) renders such lodging of the Writ before the expiration of the present month imperatively necessary.

Your reply in the course of to-morrow will oblige,

Sir,

Your most obedient Servants,

RODD & DAWSON.

TO THE HONORABLE

THE MINISTER FOR PUBLIC WORKS.

20 December, 1859.

Department of Public Works,

Sydney, 21st December, 1859.

GENTLEMEN,

In acknowledging the receipt of your letter of the 20th instant, stating that if the amount awarded to Mrs. Want as compensation for the death of her husband by the Railway Accident be not immediately paid you will be obliged to issue execution, I am directed by the Secretary for Public Works to inform you that the amount of award is on the Additional Supplementary Estimate for 1859, and as soon as it is voted by Parliament, the balance due to Mrs. Want will be immediately paid.

2. I am to observe that it was understood by the Government that the advance of one thousand pounds already made to Mrs. Want was given under an arrangement that the final settlement was not to be demanded until Parliament had voted the money.

3. Mr. Secretary Eagar desires me to add, that the consideration of the Estimates, on which this item is placed will probably come on to-night or to-morrow night.

I have, &c.,

MESSRS. RODD & DAWSON.

B. H. MARTINDALE.

1859.

Legislative Assembly.

NEW SOUTH WALES.

RAILWAY ACCIDENT.

(PETITION OF FRANCES DE COURCY.)

Ordered by the Legislative Assembly to be Printed, 11 October, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of Frances De Courcy, of Sydney,—

SHEWETH :—

That your Petitioner is one of the sufferers by the accident which occurred on the Parramatta Line of Railway, in the month of July, one thousand eight hundred and fifty-eight.

That, previously to and at the time of the said accident, your Petitioner resided in Parramatta, and was professionally engaged in teaching music, singing, and dancing, and had several pupils there, and in Sydney.

That your Petitioner also carried on an infant school under the superintendence of her daughter, and from these sources had an income of one hundred and fifty pounds per annum.

That the injuries received by your Petitioner were a dislocation of the wrist of her right hand, and severe contusion on the head and right eye, by which her eyesight has been permanently injured, and the use of her wrist impaired.

That after the accident the Government provided your Petitioner with medical assistance and other comforts, and also advanced a sum of five pounds per week for the support of her family.

That in September last the Government, thinking that your Petitioner would be able to follow the practice of her profession, paid her a sum of twenty-five pounds, and gave a free ticket for the Railway for six months; and at the same time obtained from your Petitioner a receipt in full for all claims upon the Government.

That Doctor Gwynne, who attended your Petitioner, informed her that her injuries were purely accidental, and that it was to the kindness of Captain Martindale that she was indebted for anything; and under those circumstances your Petitioner signed the receipt above referred to.

That your Petitioner, finding her health still impaired, and her former pupils gone to other teachers, again applied for further compensation, or assistance; and the Government, under the circumstances, paid her a further sum of twenty-five pounds, taking another receipt in full.

That the injuries received by your Petitioner are of a permanent nature; have materially injured her health, and will preclude her from following her occupation; and the payments by the Government were made under the impression that the injuries were of a temporary character.

That in confirmation of this statement your Petitioner begs leave to append hereto the Certificates of the Medical Gentlemen who attended her.

RAILWAY ACCIDENT.—PETITION.

That your Petitioner claims to be entitled to further compensation, and has applied therefor; but the Government, whilst admitting your Petitioner's unfortunate condition, declines making such compensation, upon the ground that your Petitioner has signed a "receipt in full," the Honorable the Secretary for Lands and Works at the same time advancing a sum of twenty pounds to meet your Petitioner's immediate wants.

That your Petitioner has a large family to support, and is now in an almost destitute condition.

Your Petitioner, therefore, humbly prays that your Honorable House will take her case into consideration, and take such steps in the matter as shall be just.

And your Petitioner will ever pray.

F. DE COURCY.

CERTIFICATES REFERRED TO.

Parramatta, June 18, 1859.

I hereby certify that Mrs. Frances De Courey was one of the sufferers by the Railway accident that took place on the 16th of July last, and that she is materially and permanently injured in the hand and eye to such a degree as to prevent her successfully following her usual occupation.

ROBT. CHAMPLEY RUTTER,
M. R. C. S., England, &c., &c.

Parramatta, June 18, 1859.

I hereby certify that the bearer of this, whose name is mentioned in the margin, was one of the sufferers from the late Railway accident on the Sydney and Parramatta Line, in the month of July, 1858 (10th day of the month). Her injuries were severe, and I regret to say the injuries she received are, and will always be, a great drawback to her in following her occupation for her support and that of her six young children, and is a case of grave commiseration and sympathy.

GORDON GWYNNE,
M.R.C.S., London, and L.A.C.M.N.S.W.B.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

PETITION OF MRS. FRANCES DE COURCY.

REPORT FROM THE SELECT COMMITTEE

ON THE

PETITION OF MRS. FRANCES DE COURCY;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND

APPENDIX.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
24 April, 1860.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1859-60.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 28. TUESDAY, 18 OCTOBER, 1859.

18. Mrs. Frances De Courcy :—Mr. Hart moved, pursuant to notice,—
- (1.) That a Select Committee be appointed to inquire into and report upon the allegations contained in the Petition of Mrs. De Courcy, presented to this House on the 7th instant.
- (2.) That such Committee consist of Mr. Robertson,* Mr. Samuel,† Mr. Murray, Mr. Byrnes, Mr. Dalley,‡ Mr. Close, Mr. Loder,§ Mr. Morris, and the Mover.
- Debate ensued.
- Question put and passed.

* Seat declared vacant, 8 March, 1860.

† Seat declared vacant, 26 October, 1859.

‡ Seat declared vacant, 28 February, 1860.

§ Seat declared vacant, 6 March, 1860.

VOTES No. 84. TUESDAY, 24 APRIL, 1860.

4. Mrs. Frances De Courcy :—Mr. Hart, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee on the case of Mrs. Frances De Courcy.
- Ordered to be printed.

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1859-60.

PETITION OF MRS. FRANCES DE COURCY.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 18th October, 1859, "to inquire into and report upon the allegations contained in the *Petition of Mrs. De Courcy*," have agreed to the following Report:—

The case set up by the Petitioner may be thus shortly stated,—

In July, 1858, and for some time prior to that date, Mrs. De Courcy resided in Parramatta, where she taught music, singing, and dancing. She had also some pupils in Sydney, and was in the habit of travelling up and down between the two places. From these sources, and a school kept by her daughter, she was in receipt of an income of about £150 per annum. On the 10th July, 1858, when the accident occurred on the Parramatta Line of Railway, Mrs. De Courcy was one of the passengers, and received severe injuries which confined her to her bed for some ten or twelve weeks; she was consequently unable to follow her profession, and is now in a state of comparative destitution.

After the accident, it appears from the evidence of Captain Martindale, the Government rendered every assistance to Mrs. De Courcy, in common with the other sufferers. During the time she was confined to her bed she received £5 per week for temporary relief. Under that arrangement she received £45. When convalescent a further payment of £25 was made to her, making £70 in all; and the Government, deeming this a final payment, took a receipt therefor in full satisfaction of all claims to compensation. This was on the 25th September. On the 19th October Mrs. De Courcy addressed the Government, stating that after she signed the receipt she felt that £25 would not be of much use to her, having so large a family, namely, five children, particularly as she was not quite recovered, and requesting further assistance. Captain Martindale subsequently saw Mrs. De Courcy, and then arranged to make a further payment of £26, being at the rate of £2 per week for three months, and a free pass upon the Railway for six months; and, in making this payment, addressed the letter dated 11th November (*Vide*, Capt. Martindale's Evidence, Appendix A, No. 3) to Mrs. De Courcy, stating the grounds upon which he made the same. In the receipt for this amount it is stated to be "compensation for injuries."

On

On the 27th June, 1859, Mrs. De Courcy addressed a letter to the Commissioner for Railways, stating that the injuries she had received had proved permanent, whereby she was prevented from getting her living as she had formerly done, and praying that the Government would give her such further compensation as they thought her case deserved. In consequence of Mrs. De Courcy having signed the receipt of the 25th September, 1858, the Government expressed an unwillingness to open up the matter without the intervention of the Assembly; but, as Parliament was not then sitting, the Honorable the then Secretary for Lands and Works authorised a further payment of £20. Some smaller sums have since been advanced, making in all £141, including the allowance of £5 per week before mentioned.

Mrs. De Courcy now alleges, that at the time she gave the receipt of the 25th September she was under the impression that the injuries she received were merely temporary, whereas they have proved of a permanent nature, have shattered her constitution, and preclude her from efficiently following her profession. These statements appear to your Committee to be completely borne out by the Evidence.

With respect to the circumstances under which the receipt of the 25th September was given, Captain Martindale, who acted on behalf of the Government, and Mrs. De Courcy in a great measure agree in their evidence. The former states, "I had no intention of compensating Mrs. De Courcy for a permanent injury, such as to prevent her from obtaining a livelihood for herself and family." Mrs. De Courcy, in answer to the following question—"When you signed that receipt (25 September) were you under the impression that the injuries you had received were not of a permanent character?"—says, "Yes, I thought I should have recovered in a short time." Again she says, "I did not think I should have been so long ill. I thought I should not have had to call upon the Government for money, but that I should have got back my old pupils, and it is much more pleasant to labor and earn money for one's self than to be dependant on others."

Vide, Evidence, page 7.

Page 7.

Page 3.

As to the injuries. The evidence of Drs. Rutter and Gwynne, who attended Mrs. De Courcy, shews that she suffered severe contusion of the face, which has left partial paralysis; that her right arm was severely injured, and, the ligaments of the wrist having been lacerated, she is disabled from instructing pupils as effectually as heretofore. A fracture in the arch of the face, and the loss of some of her teeth, also prevent her from teaching vocal music as formerly. Dr. Gwynne also gives it as his opinion that the shock which her nervous system sustained has affected her mind. This, moreover, is borne out by the evidence of Mr. Hayes, who sent his daughter to Mrs. De Courcy for instruction after the accident.

Page 11.

The liability of the Government to make compensation not having been disputed, the only question that remains for your Committee to report upon is as to the amount, and the manner in which it should be awarded.

Mrs.

Mrs. De Courcy has made no specific claim, although she verbally mentioned to Captain Martindale that she considered £1,000 would only be a fair compensation for her being deprived of the means of obtaining a livelihood, and in her evidence she expressed her willingness to receive £2 per week.

It would appear from the evidence of Mr. Thomson, the Actuary of the Mutual Provident Society, that the value of an income of £150 a year to a person of Mrs. De Courcy's age, derived from personal exertions, might be reckoned as equivalent to a permanent life annuity of £100 a year; and that the value, to a person of average health of the same age, of £100 a year would be £1,130 or £1,250.

Although Mrs. De Courcy has thus, in the opinion of your Committee, made out a case for further compensation, they cannot advise the payment of so large a sum as above-mentioned, and they consider that it would be best consulting Mrs. De Courcy's interest to pay an annuity instead of any stated sum in liquidation; and they are of opinion that a permanent annuity of £52 per annum, and a sum of £100 over and above the sums she has already received, to enable her to meet her present wants, would satisfy the justice of the case.

Your Committee, in arriving at this resolution, have considered that although Mrs. De Courcy has been seriously injured, yet she is not wholly incapacitated from earning a living, and between her own exertions and the annual sum your Committee recommend, she will be able to maintain herself and family.

JAMES HART,
Chairman.

*Legislative Assembly Chamber,
Sydney, 20 April, 1860.*

PROCEEDINGS OF THE COMMITTEE.

WEDNESDAY, 21 DECEMBER, 1859.

MEMBERS PRESENT:—

Mr. Hart,	|	Mr. Robertson,
Mr. Loder,	|	Mr. Morris.

James Hart, Esquire, called to the Chair.

The Clerk, by direction of the Chairman, produced and read the Petition referred to the Committee for inquiry.

Mrs. Frances De Courcy called in and examined

[Committee adjourned.]

WEDNESDAY, 8 FEBRUARY, 1860.

MEMBERS PRESENT:—

James Hart, Esquire, in the Chair.

Mr. Morris,	|	Mr. Close,
	|	Mr. Loder.

Letter from Captain Martindale, excusing his attendance this day before the Committee, on account of duties requiring his absence from town, read by the Chairman.

Dr. Gwynne and Dr. Rutter called in, and *severally* examined.

[Committee adjourned till Wednesday next, at *half-past Ten o'clock.*]

WEDNESDAY, 15 FEBRUARY, 1860.

MEMBERS PRESENT:—

James Hart, Esquire, in the Chair.

Mr. Robertson,	|	Mr. Morris,
	|	Mr. Close.

B. H. Martindale, Esq., R. E., examined.

[Committee adjourned till Wednesday next, at *half-past Ten o'clock.*]

WEDNESDAY, 22 FEBRUARY, 1860.

For want of a Quorum there was no meeting of the Committee this day.

FRIDAY, 24 FEBRUARY, 1860.

MEMBERS PRESENT:—

Mr. Morris,	|	Mr. Close,
	|	Mr. Loder.

Augustus Morris, Esquire, in the absence of the Chairman (Mr. Hart), called to the Chair.

R. Thomson, Esq., and P. Hayes, Esq., called in and *severally* examined.

Committee deliberated and

[Adjourned.]

WEDNESDAY, 29 FEBRUARY, 1860.

MEMBERS PRESENT:—

James Hart, Esquire, in the Chair.

Mr. Morris,	|	Mr. Loder,
Mr. Robertson,	|	Mr. Close.

The Chairman having produced and read a letter from Mr. Francis Brewer, stating his knowledge of Mrs. De Courcy's circumstances, both before and after the Railway accident,—

Committee deliberated, and having decided that sufficient evidence upon the subject of their inquiry had now been taken,

[Adjourned.]

FRIDAY,

FRIDAY, 20 APRIL, 1860.

MEMBERS PRESENT:—

James Hart, Esquire, in the Chair.

Mr. Close, | Mr. Morris.

Committee having referred to the letter of Mr. Francis Brewer, read at the last meeting,—

It was Resolved, That the same be appended to the Report of this Committee. (*Vide Separate Appendix A.*)

The Chairman laid before the Committee a Draft Report.

Draft Report read.

Committee considered and *verbally* amended the same.

It was Resolved, That the Draft Report, as amended, be agreed to.

Chairman requested to report to the House.

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1859-60.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

PETITION OF MRS. DE COURCY.

WEDNESDAY, 21 DECEMBER, 1859.

Present:—

MR. HART,
MR. LODER,MR. MORRIS,
MR. ROBERTSON.

JAMES HART, Esq., IN THE CHAIR.

Mrs. Frances De Courcy called in and examined:—

1. *By the Chairman:* Were you one of the sufferers by the Railway accident of July, 1858? Yes; I received a dislocation of the wrist.
2. Where did you reside at the time? At the corner of Hunter and O'Connell streets, Parramatta.
3. What occupation did you carry on there? Teacher of Music, Singing, and Dancing.
4. Had you many pupils? I made about £150 a-year by music and singing. The dancing class was only just commenced. I had sixteen pupils, and the promise of more; but in consequence of this accident I was obliged to give up in the middle of the quarter.
5. Were you dependent on your own exertions for your living? Yes, solely.
6. Have you any family? Five children.
7. Are they young? The youngest is not quite two years, and the eldest is going on for sixteen.
8. Had your eldest daughter an infant-school under her charge at Parramatta? Under her sole charge.
9. What injuries have you received? Dislocation of the wrist, by which the sinews of the hand are contracted; a fracture of the fore part of the skull, by which the sight of the right eye is much injured; my side has also been a little injured, and I cannot now lie upon it.
10. How long were you laid up by your accident? For three months I was unable to go out, and for three months more I was in such a state of debility that I was not able to perform my duties; and I am now still suffering from extreme nervousness.
11. Under what medical superintendence were you? That of Doctors Rutter and Gwynne.
12. Were they directed by the Government to attend on you? By the Railway Commissioners—by the Government of course.
13. In consequence of this accident was your school broken up? Yes. I could not suffer the noise, as I was deranged, almost, for a time; at least, my mind was affected on account of the fall. I could not allow any noise in the house.
14. How long after the accident did you first attempt to resume your business? About six months. I was paid by the Government for a certain time, and after that some of my friends advised me to come to Sydney, many of my pupils having gone away from Parramatta, as

Mrs. Frances
De Courcy.
21 Dec., 1859.

Mrs. Frances De Courcy. they could not wait for my recovery; and of those who remained, those who had made any advancement could see the difference in my playing, as I could not after the accident play as I had done before.

21 Dec., 1859.

15. What was the first sum of money you received from the Government? £2; and then I had £5 a-week for ten weeks.

16. Did you receive any sum of money after that? £25.

17. Did you give a receipt to the Government? I did.

18. Will you be good enough to state the circumstances under which you gave that receipt? Captain Martindale came to me and asked me if I would like to begin teaching again; I said I would, but that my hand was so dead that I could not raise my fingers so as to teach music. Dr. Gwynne was present, and said, "If Captain Martindale gave you a sum of money, would you not take it. You have no right to any." I said, if I had no right I would not like to have it at all. Dr. Gwynne then said £25 would be very good, and with what had been received, would make £70 altogether, and that Captain Martindale was doing it on his own responsibility. I thought it very kind. In the meantime a messenger came to the door for Captain Martindale from the railway, and I was so nervous that I signed the receipt.

19. When you signed that receipt, were you under the impression that the injuries you had received were not of a permanent character? Yes, I thought I should have recovered in a short time.

20. Are you now permanently prevented from following your occupation as a teacher of music? Yes, I feel it every day; I cannot play as I used to do, and my pupils see that, as it is necessary for me to play over a new piece before giving it to them. My health is getting worse almost every day.

21. You are quite shattered in constitution? Yes, and I have become exceedingly nervous.

22. Is your home broken up? Yes, but for the kindness of friends who give us house room, I should not have a home now. A friend who knew us in better circumstances has kindly given us a home.

23. It appears that you have been kindly treated by Captain Martindale? Yes, and by every gentleman I have seen about my accident.

24. You have nothing to complain of with respect to Captain Martindale, excepting that your claim has been injured by your signing this receipt? No, he treated me like a lady in every respect, with courtesy and kindness.

25. What sum do you think would satisfy your claim? I would leave that, I think, to you gentlemen, what you think yourselves.

26. Suppose a sum were given you that would produce £2 a week? If I could not get something else to do—

27. You would not be satisfied with that? I am satisfied to leave it in the hands of the gentlemen present, and am much obliged to you for taking it into your consideration after I have given so much trouble.

28. What do you earn now? I have one pupil at Parramatta, and I teach two in the house where I live, as a compliment to the lady of the house for her kindness to me. I should tell you that I received another £25 afterwards.

29. And I think Mr. Robertson advanced you £20 himself? Yes.

30. So that you have received £65, independently of the £5 a week you received? Yes; I received £5 a week from Captain Martindale, and £20 from Mr. Robertson.

31. Have you communicated with the Government on the subject of your claim? Yes, I took the liberty of calling on Mr. Robertson more than once, and also upon Captain Martindale.

32. Can you state the reasons that were given by the Government why they could not further interfere with your claim? On account of my signature.

33. On account of your having signed a receipt in discharge? Yes.

34. By Mr. Robertson: You have said that you were induced to sign the first receipt because you were under the impression that you had no claim? Yes.

35. Do you not remember upon the day after the accident my calling upon you at your house, and telling you that not only would the Government provide for your support during the time you were unwell, and pay for your medical attendance, but that they would make other provision for you? No doubt you might have said so, but it was so soon after the accident that I could not say, my memory will not enable me to say. I remember your telling me not to fret, but to get up as soon as I could, and that I should have every attendance and every comfort. You may have said the other, no doubt you did, but I did not quite recollect that, for if I had I should not have listened to the persuasions of any one to sign such a receipt.

36. My desire is to have it made clearly apparent by you that at the time of the accident the Government made you aware of your claim, independently of any promises made to you subsequently by Captain Martindale. You were aware that I represented the Government when I called upon you at the time of your illness? Yes; but I do not remember your saying I had any claim.

37. It seems that you received £50 in the first instance,—£5 a week for ten weeks? Yes.

38. You also received medical attendance? Yes.

39. That was paid by the Government, not out of the £5 a week? Yes.

40. You have stated that you received £20, and gave a receipt in full? Yes; £25.

41. £20 the first time? Yes; and £25 the next.

42. And you gave a receipt in full? Yes, I think it was for £26.

43. Will you say why you gave that receipt in full, without seeing a Member of the Government upon the subject—for instance, without seeing me who had made you a promise—if you thought

thought the sum insufficient? I did not think I should have been so long ill. I thought I should not have had to call upon the Government again for money, but that I should have got back my old pupils; and it is much more pleasant to labor and earn money for one's self than to be dependent on others. Finding I was not able to do this, I had to make another application.

Mrs. Frances
De Courcy.

21 Dec., 1859.

44. It seems you found you had made a mistake, and that you had been put to greater losses than you had anticipated, and you, therefore, applied to the Government for another sum—how much did you then apply for? I said something to enable me to get into business, as I was incapable of carrying on my profession.

45. Then the amount fixed was £25 was it not? That was afterwards. I called upon Captain Martindale and said "I find I cannot get back my pupils, my hand is getting better, but two fingers I cannot use at all." I then asked if he could render me any further assistance. "He said you have signed a receipt in full and I cannot do it—What do you want more?" I said something for a certain time to enable me to get into business. He said, "If you live in town do you think you can do better?" I said I would try, and asked him for a free ticket to go to and fro for a year, and a sum of money. He asked me what sum of money I should require, and I said £3 a week for a year, and also a free ticket. He said he could not give me £3 a week for a year, but that he would give me £2 a week for a quarter, and a free ticket for three months. I said I wished I knew who I should apply to, for I saw at the station that Captain Martindale held the office of Railway Commissioner, and I thought I should go to no one else but him. I had not applied to any friend first.

46. I think you have not answered my question;—you have alleged that your first receipt was given in ignorance of your claim upon the Government, but how was it that when you came to the knowledge of what your rights were and had consulted your friends, you then gave a second receipt in full upon receiving £25? Because I did not know that I was permanently injured, and I thought that having given one receipt I could not claim anything further, and that it was kind of Captain Martindale to give me a second sum after I had given him the first receipt.

47. You accepted the second £25 believing that you had no claim, and still believing you had not sustained permanent injury? Yes. I think no one would have a claim if they recovered, and at that time I hoped I should do so. I have no hope now; my sight is failing every day, and my whole system is shaken.

48. You may remember coming to me? I do.

49. And applying for another sum of money? Yes.

50. Do you remember my telling you that you had placed great difficulties in the way of my dealing with the matter, by in the first instance giving a receipt in full upon my authorising payment to you of £25, by afterwards giving another receipt in full on my authorising payment of another £25 in consequence of your statement that you had not understood your claim previously? Yes, I recollect that very well.

51. Then I think you told me you had no means of going on pending the meeting of Parliament? Yes, and you kindly advanced me £20.

52. I asked you how much money would carry you on for the time, did I not? Yes, and I said £20 would do—it would enable me to pay off a few of my little debts and to remove.

53. Did you receive that £20? Yes.

54. Did I then tell you that there was only one course open to you, which was to get one of the Members of the Assembly to move for a Committee to inquire into your claims? Yes, you did.

55. Because the Government could not give you any further sum of money without an expression of opinion by the Assembly, as you had signed two receipts? Yes; you have helped me in every way; indeed I believe you mentioned me kindly to Mr. Hart, the Chairman of this Honorable Committee.

56. You have stated that you need £150 a year, but the Committee have no means, beyond your own statement, of making a calculation as to the loss you have sustained, and the amount of compensation they should give you—can you state how many pupils you had, and the amount you received from them, at the time of your accident? I had six pupils in town—three of whom paid me three guineas a quarter for singing, and three who paid the same sum per quarter for music. I had seven pupils in the country who paid me two guineas a quarter each. I had also twelve dancing pupils who paid me a guinea a quarter each for instruction once a week. I was only beginning this class, and I have not received a quarter's payment from them, as the accident occurred during the currency of the quarter. I believe, had I been able to continue the class I should have earned a good deal more.

57. If I understood you rightly, I think you said £2 a week was what you would consider yourself entitled to? I do not say what I am entitled to; I say whatever I get I will use every means to obtain restoration to health. I will consult every medical man within my reach, for the sake of my family.

58. Reverting to the matter of the receipts, you do not mean that Captain Martindale attempted in any way to mislead you as to your claim? No; but he was acting for the Government, and he had no right to direct me as to what I should do. I do not believe that Dr. Gwynne knew I had any claim on the Government; for when he afterwards examined me he was sorry that he had advised me to sign; he was afraid a cataract would form in my right eye.

59. Captain Martindale, when he agreed to give you an amount which you thought sufficient, wished to have the matter deferred for some time, to enable him to get the authority of Government? I believe so; but I said I would go to Mr. Robertson, and he said Mr. Robertson was not at home, and I might have to wait three or four weeks, and that the Government might then grant what I required. I said, what was I to do for my family —

- Mrs. Frances De Courcy. 60. But Captain Martindale gave you money from the first? Yes, but I am speaking of after I got better.
- 21 Dec., 1859. 61. Assuming that the Committee were to come to the conclusion to grant you something more, in what way would you wish to receive it—in a sum of money at once, or so much a week? I would prefer to receive it in one sum.
62. Are you a widow? No; my husband is deranged, and that is another drawback to me, as I am obliged to send a little money home for his support.
63. *By the Chairman*: Is there any one who can give the Committee information about your position in life in Parramatta at the time of the accident? Both Mr. Oakes and Mr. Byrnes, who very kindly came to see me during my illness.
64. I suppose the medical men who attended you will be willing to give the Committee any information? Yes; they gave me a certificate; but Dr. Gwynne has made a mistake, and given me one child more than I have—he has given me six instead of five.
65. Have you any further statement you wish to make to the Committee? I do not recollect. I think all I have to say is stated in the petition.

WEDNESDAY, 8 FEBRUARY, 1860.

Present:—

MR. CLOSE, | MR. LODER,
MR. MORRIS.

JAMES HART, ESQ., IN THE CHAIR.

Gordon Gwynne, Esq., M.D., called in and examined:—

- G. Gwynne, Esq., M.D. 66. *By the Chairman*: Your name has been handed to the Committee by Mrs. Do Courcy as one of the medical men who attended her after the accident on the Parramatta Railway? Yes, I was.
- 8 Feb., 1860. 67. That was in July, 1858? In July, 1858.
68. Where did you first see her? I first saw her in Parramatta, at Mr. ———, a grocer, in that town.
69. Can you state the nature of the injuries she had sustained? I can. She had received a severe injury of the right arm—of the wrist joint—with rupture of the ligaments; she had also received a severe contusion and wound on the right side of the face, with fracture of the upper malar bone—the indentation is still perceptible; and an injury, also, of the second division of the fifth nerve. I attended her for some time after the accident, and with my friend and colleague, Dr. Rutter, had opportunities of seeing her until her recovery.
70. How long was she under your care? I can scarcely state, but to the best of my recollection, ten or twelve weeks. I regret to say that I consider her recovery not completed—far from it, and in all probability it is not likely to be.
71. Did the injuries she received prevent her following her profession? I should say undoubtedly so, to a certain extent.
72. I am speaking of the time of the accident? Unquestionably.
73. Was she compelled to relinquish her business altogether? Entirely so—she was perfectly disabled.
74. Did you at any time report to the Government upon her condition? Periodically—every three or four days—twice a-week.
75. Can you state now whether her injuries were of a temporary nature, or whether they are permanent? Decidedly the latter.
76. Do you think that the dislocation of her wrist has the effect of preventing her instructing pupils in music? Had it been a simple dislocation it would not, but it was worse—it was a laceration of the ligaments of the wrist.
77. The effect of your evidence would be, I apprehend, that she could not play with the facility she previously did? Precisely so.
78. Can you say whether the injury has made her very nervous? Doubtless it has.
79. Has it affected her mind in any respect? That is a question I should answer in the affirmative. I think it has. She is an utter stranger to me, although I have seen her from time to time since she has been taken from under my medical superintendence; and I do not allude to her domestic circumstances, but she has a large family I know, and having nothing to sustain them, this, doubtless, with the severe injuries which she has sustained, has preyed upon her mind.
80. Were you at first of opinion that her injuries were of a temporary character? In the first instance I was.
81. That is not your opinion now? No it is not. In the hurry of attending so many patients at the time of the accident, I could hardly give an opinion as to what the ultimate result might be, because there is always great uncertainty in such cases.
82. You gave her a certificate? Yes. I gave her a certificate jointly with the other medical attendant. (*The Chairman read the certificate from the printed papers.*) That is precisely what I stated.
83. And you are still of the same opinion? I am. I see no reason to alter it. I think it will always be a drawback to her, and that she can never follow her usual avocation with the energy she has done. I think she is in a great measure incapacitated from getting her living as she has hitherto done.

SELECT COMMITTEE ON THE PETITION OF MRS. DE COURCY.

84. In your opinion, is she a person of respectability and of good education? As I have stated, she is an utter stranger to me, but I should say she is a woman of good family, and, as far as my judgment goes, I think of good education—highly so. G. Gwynne,
Esq., M.D.
85. *By Mr. Close*: I believe Mrs. De Courcy has been an instructress of music? Yes. 8 Feb., 1860.
86. Are you aware whether it is absolutely necessary for an instructress of music to play, and to use her hands? I should say decidedly so.
87. *By Mr. Loder*: To what extent do you consider the injuries permanent? At the time of the accident we had fifteen or sixteen sufferers brought up at the same time, and gave immediate relief to the most urgent cases, but when I saw Mrs. De Courcy I could not positively ascertain the extent of the injuries she had received, and could not tell what the result would be.
88. To what extent do you now consider that the injuries received by her are permanent? She will never recover the free use of her wrist, and I think she will never get the use of the right side of her face, she has not proper feeling in it, nor can she masticate on that side, and as she is a vocalist she will be unable to exercise her peculiar power as she has previously done.

Robert Champley Rutter, Esq., M.D., called in and examined:—

89. *By the Chairman*: I believe you were the colleague of Dr. Gwynne in attending the persons injured by the accident on the Parramatta Line of Railway? Yes. B. C. Rutter,
Esq., M.D.
90. Did you in the course of your professional duty attend upon Mrs. De Courcy? Yes. 8 Feb., 1860.
91. At the request of Government? Not at the request of any one in the first instance; it was previous to any requisition being made.
92. Will you state to the Committee what injuries were received by Mrs. De Courcy? She was laboring first of all under severe contusion of the face which it appears has left partial paralysis; she was also laboring under severe bodily injury from the shock, and from rupture of the ligaments of the carpus—the tendons of the wrist.
93. Has her nervous system been affected by the accident? I think it has. I have seen her a great deal since then, and though I was not acquainted with her previously, I had seen her.
94. How long was she under your care? I may say almost from the time of the accident to the present time I have been in the habit of seeing her.
95. Do you know whether she lost any of her teeth? I think she did. There was a fracture of the zygoma or arch of the face, which has left partial paralysis from that time.
96. Do you think the injuries she sustained are of such a permanent nature that she cannot follow her usual occupation? I thought so at first, and am still of that opinion; she cannot manipulate as she previously did.
97. Supposing Mrs. De Courcy was a vocalist, would the injuries affect her very much in that respect? I think so; in fact she has complained to me that it has done so, and I am satisfied in my own mind that she cannot sing as she used to do.
98. Were you acquainted with her previous to the accident? Slightly.
99. What was her position? She was a teacher of music; she had been laboring under some severe domestic privation, and was much respected by a number of persons who were acquainted with her, and by whom she was employed professionally as teacher of music.
100. Is she, in your opinion, a person of education? Yes, I believe she is a person of respectability, and of a certain degree of education. In fact she was obtaining her livelihood, and supporting her family, as a teacher of music.
101. Do you think that she will be always more or less affected? I think permanently so. There has been a fracture of the arch of the face, and there will always be that species of paralysis which will prevent her from being able to perform in the same way that she did before.
102. Are you at all acquainted with the reasons that induced her to leave Parramatta? I believe she left in consequence of not having sufficient pupils in Parramatta. After the accident many of her old pupils obtained other teachers; she in fact was in a great measure incompetent, and I believe Captain Martindale held out some hopes to her, or something of the kind.
103. *By Mr. Close*: You have said paralysis of the face will be permanent? Yes.
104. Will the injuries of the wrist be also permanent? Yes.
105. *By the Chairman*: Have you any further information you can afford to the Committee? No other of any importance to the Committee than this, that I think the whole of these injuries are permanent, with the exception of the shock she sustained; independently of the injuries she sustained, she was confined to her bed many weeks in consequence of the shock.
106. How long did she keep her bed in consequence of her injuries? I think she was four or five weeks before she could get out of bed. Besides the injuries mentioned she had several very severe contusions.

WEDNESDAY,

WEDNESDAY, 15 FEBRUARY, 1860.

Present:—

MR. CLOSE, | MR. ROBERTSON.

JAMES HART, Esq., IN THE CHAIR.

Captain Ben Hay Martindale, R.E., called in and examined:—

Captain B. H.
Martindale,
R. E.
15 Feb., 1860.

107. *By the Chairman*: Can you give the Committee any information respecting the claim made upon the Government by Mrs. De Courcy, for compensation? Mrs. De Courcy was one of the sufferers by the accident of 10th July, 1858. Soon after the accident, I saw Mrs. De Courcy, who was suffering from dislocation of the wrist of the right hand, and other injuries, by one of which her eyesight was affected at the time. I ascertained from Mrs. De Courcy that she was then making an income of about £150 a year, and, with the sanction of the Government, who directed that the sufferers should be in want of nothing, I arranged to make her an allowance, as a temporary measure, at the rate of £5 a week. Under that arrangement she received, up to the 14th September, £45. On the 24th September, I received a joint letter from Drs. Gwynne and Rutter, stating that the individuals injured were all convalescent, and required no more medical treatment. Drs. Gwynne and Rutter were the medical gentlemen in attendance by direction of the Government. In consequence of that letter, I went with Dr. Gwynne, on the following day, and saw Mrs. De Courcy, and being informed by Dr. Gwynne that she would very shortly be able to resume her profession, and was then convalescent, I arranged to pay her £25 as a final payment on the part of Government, making £70 in all. Subsequently, I received a letter, dated 19th October, from Mrs. De Courcy, stating that she was not satisfied with the payment, and desiring to have two pounds a week for a year, and a free ticket on the railway for the same time. I saw Mrs. De Courcy subsequently two or three times, and then arranged that she should receive a further sum of £26 in all, with which she, at the time, expressed herself satisfied. I addressed a letter to her on the subject, when the money was paid, which states the circumstances. [*The witness read the letter. Vide Appendix A.*] Subsequently, I received a further letter from Mrs. De Courcy, dated 27th June, 1859, stating that the injuries she had received from the railway accident had proved permanent, and had prevented her getting her living as she formerly had done by teaching music; and praying that, under these circumstances, the Government would see fit to give her such further compensation as they thought her case deserved.

108. Did you make any report to the Government upon that further application? I sent in a report to the Government, dated 14th July, 1859.

109. That report sets out very clearly the facts of the case? That report sets out the facts of the case in detail.

110. In making the payments you did to Mrs. De Courcy, did you do so under the impression that her injuries were temporary? I did.

111. Will you be good enough to let the Committee have a copy of that report? I will send in a copy. [*Vide Appendix A.*]

112. In the case of Mrs. Want, did the Government contest their liability to make some compensation to the sufferers? No.

113. *By Mr. Robertson*: There was other correspondence after this? Yes; subsequently I received a communication from the then Secretary for Lands and Public Works directing that, pending the final settlement of Mrs. De Courcy's claim to compensation, she should receive a sum of £20, which was accordingly paid her; and Mrs. De Courcy has, since the date of her letter of the 27th June, 1859, received in all, on account of any compensation that may be awarded her, £26, by order of the late Secretary for Lands and Works, and £20 by order of the present Secretary for Public Works.

114. Will you be kind enough to tell the Committee how you arrived at the conclusion that this lady was earning £150 a year? Mrs. De Courcy gave me the details at the time, of the amount she was earning.

115. When you say you ascertained that she was making an income of £150 a year, you mean that you ascertained it from Mrs. De Courcy's statement? Entirely so.

116. There were two receipts given by Mrs. De Courcy? Yes.

117. The first no doubt was given by Mrs. De Courcy when she was under the impression that her injuries were temporary, but was that the case with respect to the second? I think so; the date of the first receipt was 25th September, 1858; on the 19th October, which is some three weeks later, Mrs. De Courcy again wrote, stating "The object of my application to you is to beg you will be so good as to allow me £2 a week, and a free railway ticket for twelve months; at the end of which time, if my hand should not be quite restored, I should have a good connection formed." I understood from that, that Mrs. De Courcy's impression was, that the injuries she had sustained were temporary.

118. When that matter came up to me the second time, which you no doubt remember, I felt it my duty to object, on the score that there had been a receipt given in full; and it was with very great reluctance that consent was given to open the case again. No doubt you will remember that it was only on the statement that this would be a final settlement of the matter, that anything further was done? That is borne out by the letter I have read. I say, "I felt justified in requesting the sanction of the Government to my doing this, notwithstanding your receipt in full of all demands, in consequence of your statement that you have as yet been unable to obtain pupils in place of those which you lost by the
" railway

“ railway accident ; that this will enable you to commence a connection in Sydney, and that its receipt, together with the free pass enclosed, will entirely satisfy any demands which you may consider yourself to have had upon the Government.”

Captain B. H.
Martindale,
R.E.

119. Did Mrs. De Courcy consent to that arrangement before the money was paid her ? Yes, it was a clear understanding at that time ; but, as I understand it, the case now raised by Mrs. De Courcy is, that the injuries she then conceived to be temporary, she has since found are permanent, that they have since prevented, and do at this time prevent, her getting her livelihood.

15 Feb., 1860.

120. How many months was it after the accident that Mrs De Courcy received the second money and gave the second receipt in full ? I have not the date with me ; somewhere about four months ; but I did not then understand the injury to be permanent. I had no intention of compensating Mrs. De Courcy for a permanent injury, such as to prevent her from obtaining a livelihood for herself and family. She was only rendered temporary assistance, such as it was presumed would enable her again to support herself and family by her profession.

121. How much has she been paid altogether ? She has been paid up to the 11th November £96 ; and since then she has been paid £45 on account of any compensation that may be awarded her. On the 25th September, when the first receipt was given, I had a positive assurance from Dr. Gwynne that Mrs. De Courcy was convalescent ; on the second occasion when the money was given I had no communication with a medical man. It was given on Mrs. De Courcy's statement, that she continued to suffer from her injury, and was unable to get together a connection so as to make a living.

122. It seems to me that £96 has been paid to Mrs. De Courcy within four months, irrespective of the medical attendance which was paid for by Government ? Yes.

123. That being the case, is it not apparent that it must have been contemplated that she would suffer from the effects of her injury for some time, as the sum received by her within the four months was at the rate of £300 a year ? The money was paid in this way : Mrs. De Courcy received at the rate of £5 a week up to the first final payment. I then gave her a sum of £25 to close the matter, and discontinued the payment of £5 a week. By her letter of the 19th October, Mrs. De Courcy wished to be allowed £2 a week for twelve months, and a free pass for twelve months also ; in lieu of that she was allowed £26, or £2 a week for three months, and a pass for six months, which was subsequently extended for some months more.

124. Where is the second receipt ? With the rest of the office vouchers—with the Auditor General.

125. *By Mr. Close :* Did you give £96 on condition that she signed receipts beforehand ? The final payment was so made.

126. Then she signed a receipt free of all demands ? Yes.

127. *By the Chairman :* Are you aware that Dr. Gwynne had informed Mrs. De Courcy that she had no claim whatever upon the Government, and that the payment by you of £25 was more an act of charity than any thing else ? I am not aware of it, and I do not believe such an impression could have existed in Mrs. De Courcy's mind, for I told her I was acting for the Government.

128. Did you tell her the Government was not liable to make her any compensation ? No.

129. Was the question of the liability of Government ever raised ? Not in this case.

130. Can you furnish the Committee with copies of all the receipts signed by Mrs. De Courcy ? Yes. [*Vide Appendix B.*]

131. She has not signed any release, any bond, beyond the receipts ? No.

132. *By Mr. Close :* Do you think Mrs. De Courcy would have voluntarily signed these receipts unless it had been expected from her that she should do so ? Mrs. De Courcy was not told that she would not be paid any money unless she signed these receipts.

133. I thought you told her that she would not get the money without she gave a receipt in full ? Clearly I made the arrangement, that for the receipt of this last sum of money, she should sign a receipt in full of all demands upon the Government.

134. *By Mr. Morris :* Mrs. Want, when Mrs. De Courcy was in communication with you, had raised no claim against the Government ? Mrs. Want had raised a claim, but the question was not settled.

135. Had the Government agreed to refer her claim to arbitration ? I must refer to my papers to ascertain that.

P.S.—On reference, I find that the decision of the Government to refer Mrs. Want's claim to arbitration was communicated to me by a letter, dated 28th October, 1858 ; and was, therefore, subsequent to the first, but prior to the second, receipt given by Mrs. De Courcy.

APPENDIX A.

*Railway Branch,
Department of Internal Communication,
Sydney, 14 July, 1859.*

Sir,

I have the honor to bring under the notice of the Honorable the Secretary for Lands and Public Works a claim from Mrs. De Courcy, one of the sufferers by the railway accident of 1858, for further compensation.

The injuries received by Mrs. De Courcy were dislocation of the wrist of her right hand, and severe contusion on the head and right eye, by which her eyesight has been permanently injured, and the use of her wrist impaired.

These

Captain B. H.
Martindale,
R. E.
15 Feb., 1860.

These injuries were the more serious to Mrs. De Courcy, owing to her means of livelihood arising from the instructions she gives in music; and they deprived her at the time of her pupils, whom she has never been able to regain.

Mrs. De Courcy has a family of five children, entirely dependent upon her for support, her husband being in a Lunatic Asylum.

After the accident occurred, Mrs. De Courcy received in common with the other sufferers all requisite medical attendance at the cost of the Government, and for the support of her family a sum of £5 per week.

At that time she informed me that she was making an income of £150 a year.

On receiving a report in September last from Dr. Gwynne, who was in attendance upon Mrs. De Courcy, that she was convalescent, and able once more to renew the practice of her profession, I arranged with Mrs. De Courcy that she should receive a free first-class pass upon the railway between Sydney and Parramatta for six months, and a sum of £25 in full of all further claim upon the Government; and this arrangement was carried out.

At this time Mrs. De Courcy had received from the public funds a sum of £45, so that the total amount paid was £70.

Subsequently, in the month of November, Mrs. De Courcy called upon me to state that she was not succeeding in earning a livelihood at Parramatta, but hoped to do so in Sydney; she required, however, a few pounds to enable her to settle there.

Having verbally communicated with the Secretary for Lands and Public Works on the subject, I paid Mrs. De Courcy a further sum of £26, which at the time fully satisfied her, and for which she gave a second receipt in full of all demands against the Government; and her free pass has been continued up to the present time, and extended to Campbelltown. I propose to continue it until her claim for further compensation is settled. I am bound, however, to say that at the time I made this arrangement I did so under the impression that the injuries received by Mrs. De Courcy were only of a temporary nature, and not such as would prevent her fully exercising her profession as a music mistress.

By the enclosed medical certificates of Drs. Gwynne and Rutter it will be seen that these injuries have proved to be of a permanent character, and they are stated by Mrs. De Courcy to be almost a complete hindrance to her obtaining pupils; and she has verbally stated that she considers £1,000 would only be fair compensation for her being deprived of the means of obtaining a livelihood by the injuries she has sustained.

The circumstances of this case, are, I think, such as to entitle Mrs. De Courcy to compensation in addition to that which she has already received. What additional sum should be paid appears to me to be a question for the decision of the Government.

I take leave to observe, that an early settlement of this matter is most desirable, Mrs. De Courcy being in such distress that I took upon myself the responsibility of advancing to her on the 23rd ultimo a sum of £5, to prevent an execution being levied on her household goods.

The Under Secretary
For Lands and Public Works,
&c., &c., &c.

I have, &c.,
B. H. MARTINDALE.

Mrs. De Courcy having accepted a sum of money in full of all demands, I regret that I cannot recommend the Government to re-open this matter in form.

JOHN R.
21 July.

The five pounds already paid may be sanctioned. For the information of Captain Martindale.

B. C.—23 July.
M. F.

Parramatta, June 18, 1859.

I hereby certify that Mrs. Frances De Courcy was one of the sufferers by the railway accident that took place on the 10th of July last, and that she is materially and permanently injured in the hand and eye, to such a degree as to prevent her successfully following her usual occupation.

ROBERT CHAMPLEY RUTTER,
M.R.C.S., England, &c., &c.

Parramatta, June 18, 1859.

I hereby certify that the bearer of this, whose name is mentioned in the margin, was one of the sufferers from the late railway accident on the Sydney and Parramatta line in the month of July, 1858 (10th day of month); her injuries were severe, and I regret to say the injuries she received does, and will always be a great drawback to her in following her occupation for her support, and six young children, and is a case of grave commiseration and sympathy.

GORDON GWYNNE,
M.R.C.S.L. & L.A.C.M.N.S.W., &c.

Hunter-

Mrs. Frances
De Courcy.

Hunter-street, Parramatta,
October 19, 1858.

Captain B. H.
Martindale,
R. F.

Sir,

Advised by friends, I take the liberty of addressing you in order to plead my unfortunate case.

15 Feb., 1860.

Half an hour after I signed the receipt on account of the railway accident, I felt twenty-five pounds would not be of much use to so large a family; namely, five children, particularly as I have not the perfect use of my hand. I came to your office for the purpose of telling you, but the porter said you were absent and would not return for some weeks, which obliged me to wait until now.

The object of my application to you is to beg you will be so good as to allow me two pounds per week and a free ticket on the railway for the space of twelve months, at the end of which time, even if my hand were not quite restored, I should have a good connection formed. Trusting that, with your usual gentlemanly feelings, you will not take advantage of my want of knowledge of business in signing the receipt, but take into your kindest consideration the loss of my connection, and also of the appeal in the paper, if it were continued, with full confidence in your conscientious decision,

Allow me, &c,

F. DE COURCY.

Railway Branch,
Department of Internal Communication,
Sydney, 11 November, 1858.

Madam,

In reference to your letter of the 19th ult., and your subsequent interview with Mr. Rac and myself upon the same subject, I have now the honor to enclose you a cheque for £26, being £2 per week for three months, and also a free pass upon the railway between Parramatta and Sydney, for yourself or daughter, for six months.

I have felt justified in requesting the sanction of the Government to my doing this, notwithstanding your receipt in full of all demands, in consequence of your statement that you have, as yet, been unable to obtain pupils in place of those which you lost by the railway accident, that this will enable you to commence a connection in Sydney, and that its receipt, together with the free pass enclosed, will entirely satisfy any demands which you may consider yourself to have had upon the Government. Requesting the favor of an acknowledgment,

I have, &c.,

B. H. MARTINDALE.

Mrs. De Courcy, Parramatta.

Department of Lands and Public Works,
Sydney, 3 September, 1859.

Sir,

I am directed by the Secretary for Lands and Public Works to request that, pending the final settlement of Mrs. De Courcy's claim to compensation for the injuries sustained by her on the occasion of the railway accident of last year, you will be so good as to make to her a further payment of twenty pounds, taking from her a receipt in the form appended hereto.

I have, &c.,

MICL. FITZPATRICK.

The Commissioner for
Internal Communication.

Received from the Commissioner of Railways the further sum of twenty pounds in connection with the Railway Accident of July, 1858, and the injuries I received therefrom.

Sydney,

APPENDIX B.

Railway Branch,
Department of Internal Communication,
22 February, 1860.

Memo. of Copies of Vouchers for moneys paid Mrs. F. De Courcy, in respect of injuries from railway accident of 10 July, 1858:—

1858.				£	
July 15.	No. 2,003	Mrs. De Courcy, by cheque.....		10	
" 26.	" 2,088	" " " "		10	
Aug. 16.	" 2,184	" " " to 28 Aug.		15	
Sep. 15.	" 2,514	" " " to 11 Sep.		10	
" 25.	" 2,512	" " " receipt in full		25	
Nov. 11.	" 2,728	" " " " "		26	
1859.					
June 23.	" 1,336	" " " " "		5	
Sep. 3.	" 2,052	" " " " "		20*	*Order (L. & W.)
1860.					
Jan. 20.	" 3,360	" " " " "		5	
" 31.	" 3,431	" " " " "		15	

£141

Captain B. H.
Martindale,
R. E.

15 Feb., 1860.

I certify that I have duly compared the accompanying ten documents, as receipts for moneys paid to Mrs. De Courcy, amounting to one hundred and forty-one pounds, with the originals in this office, and find them true copies thereof.

JOHN RAE,
Accountant.

Schedule D, No. 2.
2,003-517.

Relief to Sufferers by Accident on Railway.

£15 paid to the Chief Commissioner, on account of his disbursements for this purpose.

£15. B. H. M.

Mrs. De Courcy, by cheque, 15th July, 1858..... £10

Mrs. Cator, by cheque, 15th July, 1858..... £ 5

Paid, J. H. B.

Relief to Sufferers by Accident. 2,088-520.

Received the sum of eighteen pounds, on account of disbursements made by me for the relief of sufferers by the accident on the railway.

£18. B. H. MARTINDALE.

26 July, 1858.

Relief to Sufferers by Railway Accident. 2,514-20.

Viz. :—

Mrs. De Courcy, to 11th September, 1858..... £10

Mrs. Cator and family, to 11th September, 1858.. 8

J. H. B.

—

Railway Department,
15 September, 1858.

Sanctioned.

£18

B. H. M.

2,184-5.

Mrs. Cator, to 28th August..... £12

Mrs. De Courcy, to 28th August..... 15

Accident.

B. H. M.

£27

16 August, 1858.

Relief to Sufferers by Accident. 2,512-20.

Mrs. De Courcy.

25 September, 1858.

Received from the Commissioners for Railways the sum of twenty-five pounds, being a final payment to me in full satisfaction of all claims to compensation for injuries sustained by me on the occasion of the accident on the Great Southern Railway on the 10th July last.

£25.

B. H. M.

Witness :—GORDON GWYNNE ;

F. DE COURCY.

EDWARD CHARLES CRACKNELL.

Schedule D, No. 2.
2,728-156.

Received, this 11th day of November, 1858, from the Commissioner for Railways, the sum of twenty-six pounds sterling, compensation for injuries.

£26.

F. DE COURCY.

Witness :—JOHN H. BARLOW.

Sanctioned in Letter.

B. H. M.

11 November.

Schedule D, No. 2.
1,336.

Advance to Madame De Courcy, pending her application to the Government for compensation, on account of accident of 10th July, 1858, £5.

£5.

B. H. M.

Sydney, 23 June, 1859.

2,052-79.

Received from the Commissioner for Railways the further sum of twenty pounds, in connection with the railway accident of July, 1858, and the injuries I received therefrom.

Sydney, 3 September, 1859.

F. DE COURCY.

3,360-114.

Received from the Commissioner for Railways the sum of five pounds, on account of any compensation that may be awarded to me by Parliament, under the recommendation of the Select Committee of the Legislative Assembly now sitting upon my case.

Sydney, 20 January, 1860.

F. DE COURCY.

3,431-105.

Captain B. H.
Martindale,
R. R.

Sydney, 31 January, 1860.

Received from the Commissioner for Railways the sum of fifteen pounds, on account of any compensation that may be awarded to me by Parliament under the recommendation of the Select Committee of the Legislative Assembly now sitting upon my case, £10 having been paid to me on 24th December last, and £5 at this date.

15 Feb., 1860.

£15.

F. DE COURCY.

FRIDAY, 24 FEBRUARY, 1860.

Present :—

MR. CLOSE, | MR. LODER,
MR. MORRIS.

AUGUSTUS MORRIS, ESQ., IN THE CHAIR.

Robert Thomson, Esq., called in and examined :—

136. *By the Chairman*: You are an actuary in the city of Sydney? I am, and Secretary R. Thomson, to the Mutual Provident Society. Esq.
137. Will you state what would be the value of an income derived from personal exertions of £150 a year to a person of the age of thirty-four? Under the circumstance of such income being apparently pretty certain, although dependent upon one's own exertions, I should say it might fairly be reckoned as equivalent to a permanent life annuity of £100 a year. 24 Feb., 1860.
138. What would be the value, to a person of average health, thirty-four years of age, of £100 a year? If I may be permitted to allude to another case, that of Mrs. Want, where I was called in as a witness by the arbitrators. They went upon the supposition of interest accumulating at six and a-half or seven per cent., and I think that is a fair rate to calculate at. I will state the value of an annuity at six per cent. and at seven per cent. At six per cent. it would be rather more than twelve and a half years' purchase, and at seven per cent. about eleven and a third.
139. What would purchase a life annuity of £50 a year in your office, or in any of the offices in town? Probably about £720.

Mr. Patrick Hayes called in and examined :—

140. *By the Chairman*: You are acquainted with Mrs. De Courcy? I am. Mr. P. Hayes.
141. Have you been for any length of time? Between two and three years.
142. Do you know anything with reference to her proficiency as a teacher of music? I am no great judge, but my daughter, who was under her instruction, says she was a very good teacher. 24 Feb., 1860.
143. She gave you satisfaction? Every satisfaction.
144. What did she teach your daughter? The piano.
145. Only the piano? Only the piano.
146. Do you know that she is now disabled from giving instruction on the piano? From my daughter's account, she was not so efficient in her teaching after the accident.
147. Have you any knowledge of music yourself? None whatever. I merely speak from what my daughter says, and she is naturally gifted with respect to music.
148. What sum per quarter did you pay for your daughter? £2 a quarter; but Mrs. De Courcy was more reasonable with me than with others, because she generally stopped at my place when coming from Sydney, before she came to live at Parramatta. She had also commenced a dancing school at Parramatta.
149. Do you know what her general reputation as a teacher was? Merely from hearsay, from Miss Williams and others, that it was very good. She was teaching the daughters of Mrs. Williams, at the hotel, at the time of the accident, and she had a very fair school at her house.
150. Since her accident she has never been able to follow her usual pursuits? She has never been able to get a school together since.
151. *By Mr. Close*: She never taught your daughter after the accident? She did, but my daughter said it was useless.
152. Did your daughter say that her deficiency arose from mental or from bodily incapacity? I never asked, but she said it was useless for me to pay any more money to her, she could not perform so well as she had done.
153. Or could not teach? She could not perform on the instrument so well.
154. *By the Chairman*: Have you understood that Mrs. De Courcy was well acquainted with the theory of music? Yes, from those who were judges. My daughter was taught at Subiaco, and is a very excellent musician herself.
155. From what you know of her, are you able to say whether she bore an excellent character? A very excellent character. She was an indefatigable woman in her business, and has a large family.

SEPARATE

SEPARATE APPENDIX.

A.

164, *Phillip-street*,
23 *February*, 1860.

Sir,

At the request of Mrs. Frances De Courcy, I beg to inform the Committee, through you, that I have been cognizant of Mrs. De Courcy's circumstances for the last two years and a half. Prior to the Railway Accident she taught music in several respectable families in Sydney and Parramatta, and at the latter place she had also a dancing class and a day school for small children. From these various sources she derived a comfortable livelihood for herself and family of five children. Of Mrs. De Courcy's respectability there can be no doubt, and I believe those who have availed themselves of her services would, from their own observation of her conduct, bear me out in this assertion. The severe injuries she received through the accident of course prevented Mrs. De Courcy from attending her pupils, and in most cases they were provided with other teachers. I may state, as bearing upon the case, that immediately after the accident a subscription list was opened in Sydney, and £20 collected for Mrs. De Courcy and her family, but at the desire of the Railway Authorities it was closed, on the understanding that provision would be made for her present wants; several subscriptions were returned, and others refused. I believe, in fact I know, Mrs. De Courcy is at the present time in very distressed circumstances, which I believe to have resulted from the injuries she received rendering her incapable of resuming the avocation of a teacher of music.

I remain, &c.,

FRANCIS C. BREWER.

James Hart, Esq., M.L.A.

I omitted to state that Mrs. De Courcy's income, at the time of the accident, could not have been less than £150 per annum.

1859.

Legislative Assembly.

NEW SOUTH WALES.

GROSE VALLEY.

(REPORT ON THE SURVEY OF.)

Ordered by the Legislative Assembly to be Printed, 20 December, 1859.

*Department of Internal Communication,
Sydney, 20 December, 1859.*

The Commissioner submits, for the information of the Secretary for Public Works, the accompanying Report received yesterday from Serjeant Quodling, Royal Engineers, in charge of the men of the Royal Engineers employed upon the Survey of the Grose Valley. It will be seen from the Report that "a considerable seam of good Coal is outcropping at a point on the River Grose, distant twenty-three miles from its confluence with the River Nepean and nineteen miles from the Darling Causeway, and that there is a large quantity of land available for cultivation, commencing about midway on the River Grose, and extending upwards for several miles."

The Report also states that the cutting and forming of the track will probably be completed by the 31st instant, and the whole of the plans and sections by the 31st proximo.

B. H. M.
20/12/59.

*Parramatta,
19 December, 1859.*

Sir,

I have the honor to report, for your information, that the cutting and forming of the track from the confluence of the Rivers Nepean and Grose to Sheppard's Toll Bar, on the Western Road, will be completed before the end of the year; also, that the surveying and levelling will be finished by about the 14th proximo, before which period I hope to be able to submit a tracing of the remaining portion of the River Grose, track, &c., as also a section of the latter. The whole of the plans and sections will probably be completed by the 31st proximo.

I have also the honor to report, that a considerable seam of good Coal is outcropping at a point on the River Grose, distant twenty-three miles from its confluence with the River Nepean, and nineteen miles from the Darling Causeway, and that there is a large quantity of land available for cultivation, commencing about midway on the River Grose, and extending upwards for several miles.

I have, &c,
HENRY QUODLING,
Serjeant, R.E.

The Commissioner for
Internal Communication.

1859.

Legislative Assembly.

NEW SOUTH WALES.

QUEEN CHARLOTTE VALE ROAD.

(PETITION OF CERTAIN INHABITANTS OF BATHURST.)

Ordered by the Legislative Assembly to be Printed, 5 October, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the Inhabitants of the Town of Bathurst, and the proprietors of land situated on and in the vicinity of the Southern Road leading to the Town of Bathurst,—

SHEWETH :—

That the trade of the Town of Bathurst is seriously inconvenienced, and much loss is entailed on settlers and others, in consequence of the bad, and frequently impassable, state of the Southern Road leading to the town, and commonly known as the “ Queen Charlotte’s Vale Road.”

That the Queen Charlotte’s Vale Road is one of the most important thoroughfares leading to the Town of Bathurst, second in traffic only to the Main Road leading to Sydney, as it connects the town with an extensive and populous Agricultural, Pastoral, and Mining District, and is the principal traffic road by which the largest portions of Farm Produce, Building Materials, and Firewood, find their way to a market ; at the same time, that the said road is the Mail road to Rockly, the Tuena, and other Postal Establishments.

That repairs have for several years been made at the expense of settlers in the vicinity of the road, assisted by the inhabitants of Bathurst ; a very limited amount of Public Moneys having been expended on the road.

Your Petitioners, therefore, humbly pray that your Honorable House will be pleased to take this matter into your consideration.

And your Petitioners, as in duty bound, will ever pray, &c.

[*Here follow 401 Signatures.*]

1859.

NEW SOUTH WALES.

INTERNAL COMMUNICATION.

THIRD REPORT

TO

The Honorable the Secretary for Lands and Public Works,

ON THE

INTERNAL COMMUNICATION OF NEW SOUTH WALES,

BY

CAPTAIN MARTINDALE, ROYAL ENGINEERS.

COMMISSIONER FOR INTERNAL COMMUNICATION,

As. Ins. C. E., MEM. Ins. M. E.

Presented to both Houses of Parliament, by Command.



SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1859.

1859.

INTERNAL COMMUNICATION OF NEW SOUTH WALES.

THIRD REPORT TO THE HONORABLE THE SECRETARY FOR LANDS AND PUBLIC WORKS,
BY CAPTAIN MARTINDALE, ROYAL ENGINEERS.

*Department of Internal Communication,
Sydney, 1 October, 1859.*

SIR,

I have the honor to lay before you the following Report on the Construction and Management of the Railways, Roads, and Electric Telegraph of this Colony, for the year 1858, and for the first half of the present year.

RAILWAYS.

Towards the close of the first session of 1858, the Government Railways Act, 22 Victoria, No. 19, was passed, and its provisions came into force on the 1st of December of that year. Under it there is substituted for the Board of three Commissioners—who by the previous Acts possessed powers independent of the Government, but which they were gradually ceasing to exercise—one Commissioner, charged with the duty of carrying into effect the provisions of the Act, subject to the Regulations of the Governor and Executive Council. The clauses in the Act of most general interest are those which provide, that previous to the construction of any future line of Railway the plans, sections, and books of reference shall be approved of by a resolution of both Houses of Parliament; which transfer from the Commissioner to the Governor and Executive Council the duty of fixing the rates to be paid by those using the lines; and which determine that the purchase money or compensation to be paid under any of the provisions of the Act shall be estimated according to the value of the lands, estate, or interest affected at the time notice was given of such lands being required, and without reference to any alteration in such value arising from the establishment of the Railway.*

In the first Session also of the year 1858, the Parliament voted a sum of £712,000, to be raised by loan for Railway Works. This amount, together with that of £107,000 voted in 1857, made provision for extending the Northern Line to Singleton, the Western to Penrith, and the Southern to Picton; for procuring rolling stock for the two latter lines; and for the construction of a tramway along Pitt-street to connect the station at Redfern with Sydney Cove.

A Select Committee also sat to enquire into the desirability of constructing a branch from the Western Line to Windsor; and after hearing evidence reported favorably. Should, however, the Railway to Bathurst be carried along the Valley of the Grose, the contemplated branch would be unnecessary. Otherwise such a line, if constructed, and worked in connection with the existing lines, would probably prove self-supporting.

AUTHORIZED EXTENSIONS.

Immediately after the necessary funds were voted, the working surveys, plans, sections, and books of reference, of the authorized extensions were put in hand. During their progress great improvements have been effected upon the trial lines shewn on the lithographed plans laid before Parliament.

Upon

* As much misapprehension has been found to exist in reference to the settlement of claims for lands taken for Railway purposes, I have inserted an explanatory statement upon the subject in the Appendix, Paper No. 1, page 22.

Upon the Southern Line between Menangle and Picton, which passes through a difficult country, the numerous curves of 15, 20, and 25 chains radius have been converted into curves with a radius of 30 chains, which is the minimum, except in the case of three curves in the immediate vicinity of the Picton Station; and the gradients have been generally altered from 1 in 70 to 1 in 100.

On the Western Line, between the Blacktown Road and Penrith, a straight line has been substituted for several curves.

On the Northern Line, while the works have been lessened, the curves and gradients have been throughout improved by a deviation in the general direction of the line; the minimum radius of any curve being now 50 chains, and the steepest gradient 1 in 80.

The whole of the lines have been proclaimed, and the owners and tenants interested having, in almost every case, with great courtesy waived their right to prevent the lands taken being entered upon at once, the works have been generally commenced immediately after proclamation, and are now everywhere in progress.

The following is the order in which the lines have been proclaimed:—

Great Western Railway—from Parramatta Station to Toongabbee Creek, a distance of 3 miles and 5 chains, on the 9th September, 1858; thence to the Blacktown Road, 5 miles 25 chains, on the 12th October following; and to Penrith, 8 miles 25 chains and 64 links, on the 5th July, 1859.

Great Southern Railway—from Campbelltown to Menangle, $5\frac{3}{4}$ miles, on the 4th November, 1858; from Menangle to Douglas Park, 6 miles 42 links, on the 26th July, 1859; and from Douglas Park to Picton, a distance of 7 miles 79 chains and 58 links, on the 9th August, 1859.

Great Northern Railway—from West Maitland to Lochinvar, 6 miles 10 chains, on the 4th November, 1858; from Lochinvar to Black Creek, 9 miles 10 chains, on the 16th August, 1859; and from Black Creek to Singleton, 14 miles 10 chains, on the 20th September, 1859.

Tenders for the construction of the first section of the Western Line were called for in the usual manner, on the 12th October, 1858; but in consequence of the pressure for employment, arising from the failure of the Rockhampton Gold Fields, these advertisements were, by direction of the Government, immediately withdrawn, and an agreement entered into with Mr. Gibbons for the construction of the works as far as the Blacktown Road. They were commenced on the 20th October, 1858, and, it may be anticipated, will be completed early next year, when this section of the line can be opened for public traffic.

In addition to the great accommodation which a station within the town of Parramatta will afford the public, this line will, where it crosses the Blacktown Road, at once bring a station within 13 miles of Windsor and Richmond.

Under a similar pressure for employment the Government directed that the Northern Line, between Maitland and Lochinvar, and the Southern Line, from Campbelltown to Menangle, should be constructed by the Commissioner direct. The works were accordingly commenced on the 15th November, 1858, and on the 17th March, 1859, respectively; and the length to Lochinvar will be completed early next year.

An agent* with full powers to act for Sir S. M. Peto, Brassey, and Betts, having arrived in this Colony on the 24th March last, the Government, in compliance with the decision communicated to Sir S. M. Peto & Co., by the Commissioner's letter of the 11th August 1858, entered into negotiations with him, which resulted in contracts being made with that firm for the construction of such portions of the authorized extensions as had not been arranged for previous to his arrival, including therein the section from Campbelltown to Menangle already referred to.

The principal terms in these contracts are, that the works are to be executed under schedules of prices, and paid for in cash or (at the option of the Government) in debentures issued at 98, bearing interest at 5 per cent., and terminable in 25 years, and that the whole of the lines are to be completed not later than the 21st June, 1861.

The

The schedule of prices up to formation level is similar to that agreed upon with Mr. Gibbons for the Western Extension.

Mr. Rhodes has charge of the Southern and Western Lines, and a second agent,* having also full powers, of the Northern Line.

The rails, chairs, &c., for the authorized extensions were ordered from England in September and October, 1858. The whole are contracted for, and are being made and shipped as rapidly as vessels can be found to bring them; considerable difficulty is however experienced in procuring ships with sufficient rapidity, and especially for conveying direct to Newcastle the rails required for the Northern Line, but arrangements have been made for so sending about 1,000 tons.

Captain Galton, R.E., Secretary to the Railway Department of the Board of Trade, has, with the sanction of the Home Government, gratuitously undertaken for this Government the making of contracts for and the inspection of the Railway materials ordered; the arrangement proposed being that the entire cost of making contracts and inspection should not exceed 1 per cent. of the value of the articles procured. It seems probable, however, that in some cases this amount will not prove altogether sufficient to cover the expenses necessarily incurred. The position occupied by Captain Galton, and his long experience in Railway matters render it a source of satisfaction that he should have undertaken so important a duty for the Colony.

THE PITT-STREET TRAMWAY.

In the vote of £712,000 already referred to was included a sum of £7,500 for the construction of a tramway along Pitt-street, to connect the Railway Station at Redfern and Sydney Cove. †

My idea in submitting this work for the favourable consideration of the Government, by my letter of the 8th March, 1858, was to avail myself of the rails and other means at hand to get rid of a great public inconvenience, in the cheapest manner, especially as I could entertain no hope that funds could be found to carry out (even were it altogether desirable) the far more expensive scheme of extending the Railway to and erecting a station in Hyde Park, and thence continuing the line to the Circular Quay; and as I felt certain that the present position of the terminus at Redfern operated prejudicially upon the success of the Railway.

FURTHER EXTENSIONS.

When the lines to Singleton, Penrith, and Picton, have been completed and opened, it may be reasonably anticipated that they will be found to extend sufficiently far into the country to induce carriers and others to avail themselves of them, in order to save time and expense, and the more so as their terminal stations will be within easy distances of the main roads. As this anticipation is realized there is every reason to think that the lines will, after a reasonable time, cover not only their working expenses, but the interest of the capital sunk in their construction.

Before, however, any further extensions are undertaken, the country should be thoroughly explored ‡ with the object of determining the general direction of the future lines of Railway, and such surveys at least completed as to make sure that any extensions undertaken will form part of the general scheme; for it may yet prove that the great lines of Railway in New South Wales will run rather north and south than east and west, communicating at intervals by diverging lines with Sydney and the Harbours on the coast; and although the Government have decided as a principle, that the interests of existing townships and of the population around them are to receive the fullest consideration, yet this, as I understand, is to be subject to the conditions that the lines adopted be the best for the country generally and fairly practicable and economical.

An

* Mr. Willcox.

† A memorial, very respectably and numerously signed, was received in 1858, praying that its construction might be at once proceeded with, but the Municipal authorities objecting, and the Crown Law Officers having advised that it would be necessary to obtain an Act before the work could be proceeded with, it is not yet commenced.

‡ A considerable increase is therefore proposed in the Staff for Railway Trial Surveys for the year 1860.

An absolute certainty regarding the general direction of the main lines will give great confidence in proceeding with such sections of them as may at any time be directed to be carried out, and will promote their rapid progress.

There is too an advantage in the construction in a new country of Railways on a great scale, which should not be lost sight of, viz.: that by inducing immigration it supplies that great want—population. For the mechanic and laborer will naturally flock to where a large expenditure upon public works causes high and steady wages; and thus, an apparently lavish outlay may result in the rapid increase of the real wealth of the country.

Where also the lines pass through a poor or thinly peopled district or country, to connect masses of people or to reach producing districts, they should obviously be made as quickly as possible.

Such would be the case with the Western Line between the Hawkesbury and the Valley of the Lett, and, on a larger scale, would be true of a line to connect Sydney and Melbourne.

Such are the circumstances under which the Railways are now being carried out in Victoria, where at a heavy cost lines about 154 miles in length are in course of construction to connect Melbourne, by Railway, with the existing Gold Fields of Ballarat and Sandhurst.*

The question of the *rate* at which further extensions should be carried out in this Colony, will be worthy of the most serious consideration when something more is known of their probable cost.

NEW LINES OPENED.

Since the 31st December, 1857, the following additional lengths of line have been opened for public traffic:—

On the 19th March, 1858, from Honeysuckle Point to the Circular Wharf at Newcastle, a distance of 76 chains, connecting the former terminus with the harbour.

On the 17th May, 1858, from Liverpool to Campbelltown, a distance of 12 miles, being an extension of the Southern Railway, and giving a length opened for traffic of 34 miles. This section was formally opened on the 10th May, but not for public traffic till a week later.

On the 27th July, from East to West Maitland, a section of 2 miles 67 chains, connecting the most populous township in the Northern District with Newcastle, and making the length of the Northern Line 20 miles.

EXISTING LINES.

The total length of line open, therefore, for public use, since the 27th July, 1858, has been 54 miles.

In my second Report I stated, among other matters, the difficulty that had been experienced in arriving at the exact cost of each line up to the 31st December, 1857, and the measures adopted to do so. I regret to say, however, that the amount of capital invested was inadvertently overstated, by a sum of £215,582—the paid-up capital of the Sydney and Hunter River Railway Companies; this amount having been twice included in the Returns furnished to me, once as purchase money paid to the companies who commenced the Southern and Northern Lines, and again as the cost of the works. Owing to this error, the various calculations contained in that Report and the Appendix are of course erroneous, whenever the capital invested is an element in them; I have therefore revised the tables so affected, and attach them, as amended, to this Report.

By reference to these tables it will be seen that the entire expenditure upon the Government Railways, to the 31st December, 1857, was £1,150,813 3s. 1d.; of which sum there was spent, as well as can now be ascertained, upon the Southern Line, £779,468 14s. 11d.; upon the Northern Line, £314,079 11s. 1d.; and for stores in stock, on voyage, and by remittances to England, £57,264 17s. 1d.

Of the sum expended upon the Southern Line, £539,592 1s. 2d. is charged against the line from Sydney to Parramatta; £124,888 19s. 6d. against the line from Parramatta

to

* Some further information relative to the Victorian Railways will be found in the Appendix, Paper No. 2, page 22.

to Liverpool; and £21,736 11s. 1d. to the Campbelltown Line; £36,532 19s. 1d. for the Darling Harbour Branch; and £56,718 4s. 1d. for rolling stock. In the above sums are included £15,142 13s. 7d. for permanent way materials, and £19,057 0s. 1d. for stores for the general working of the line returned as in stock. If these two last sums be deducted from £539,592 1s. 2d., the cost of the line from Sydney to Parramatta (13½ miles) to the end of 1857, was £37,436 per mile, for a double line throughout, including the cost of the machinery and workshops at Sydney.

The cost of the single line from Parramatta to Liverpool, 8½ miles, was £14,692 8s. per mile.

The average cost of the whole line, including the Darling Harbour Branch, was £23,992 per mile.

The dividend, or interest on £578,366 15s. 5d. (the amount expended on the Parramatta line) for the period from the 26th September, 1855, to 1st September, 1856, when the Extension to Liverpool was opened was 1·86.

For the 4 months ending 31st December, 1856, the interest was at the rate of 1·31 per annum on £683,216 12s. 10d., including the then cost of the Liverpool Extension.

During the year 1857 no further length was opened on the Southern Line, but the capital invested upon that already opened increased, after deducting stores in stock, to £723,532 10s. 2d., and the rate of interest was 1·46.

In May, 1858, the line was opened to Campbelltown; the amount invested to the 31st December, 1858, was £839,221 15s. 7d., and the rate of interest 2·2.

For the half-year ending 30th June last, and with the same length of line, the interest on £850,435 16s. 2d. is at the rate of 2·4, nearly, per cent. per annum.

It appears, therefore, that on the Southern Line, with an increasing length and an increasing amount of capital, there has been since September, 1856, an increasing rate of interest.

In the sum of £850,435 16s. 2d. is included £91,156 7s. 8d., expended upon the Campbelltown Line to the 30th June last, and a sum of £8,140 2s. 9d., for additional sleepers, and stone in place of sand ballast, for the line between Sydney and Parramatta, which its originally defective construction rendered necessary, in addition to a very heavy outlay from the vote for working expenses.

The cost of the Campbelltown Line, therefore, to the above date was about £7,596 per mile, and of the entire line opened for traffic, £24,298 per mile. These figures are exclusive of outstanding claims for land and other liabilities.

The following statements will shew the comparative working of this line for the years 1857 and 1858, and the first half-year of 1859.

In 1857 the number of passengers carried was 299,570;* tons of goods carried, 19,288; receipts from passenger traffic, including horses, carriages, dogs, and parcels, £30,974; from goods, £7,664;—and from all sources, £38,935 2s. 2d.

In 1858 the number of passengers carried was 313,411; tons of goods carried, 26,388; receipts from passenger traffic, as above, £36,502 4s. 3d.; from goods, £12,914 1s. 9d.;—and the total from all sources £50,821 15s. 3d.

In the first half-year of 1859, number of passengers carried 172,608; and tons of goods 14,775; receipts from passenger traffic as above £19,161 14s. 7d.; from goods £6,700 10s. 1d.;—and the total from all sources £26,253 4s.

In 1857 the working expenses were £28,386 12s. 5d., the net receipts £10,548 9s. 9d., and the proportion of expenditure to receipts, 72·9 per cent.

In 1858 the working expenses were £32,343 7s. 5d., the net receipts, £18,478 7s. 10d.,† and the proportion of expenditure to receipts 63·58.

In

*The number of passengers as stated does not admit of true comparison, owing to the change which took place in the beginning of 1859, in the issue of return tickets from three times a week to a daily issue. About ½ should be added to the numbers for 1857 and 1858.

† To the working expenses should be added £3,750 16s. 4d., proportion of salaries and contingencies of general establishment, which would reduce the net receipts to £14,727 11s. 6d., and increase the proportion of expenditure to receipts to 71 per cent. It has not, for the sake of comparison, been included above, having in former years been paid out of capital. This would also reduce the rate of interest named above to 1·6 per cent. from 2·2.

In the half-year of 1859 the working expenses were £16,130 13s.* the net receipts £10,082 11s., and the proportion of expenditure to receipts 61·4.

It will be seen, therefore, that with an increasing traffic the per centage proportion of expenditure to receipts upon this line is diminishing.

The entire expenditure upon the Northern Railway to the 31st December, 1857, was, as stated in page 14, £314,079 11s. 1d., of which £252,702 4s. 1d. was for the construction of the line between Honeysuckle Point and East Maitland, a distance of 16½ miles; £39,352 1s. 7d. was for rolling stock; £3,998 1s. 5d. on account of the extension to West Maitland; £17,065 10s. 6d., for permanent way materials; and £961 13s. 6d. for stores for the working of the line then in stock.

The extensions opened increased the capital invested upon them to £349,926 18s. 3d. to the end of 1858, and to £354,067 15s. 10d. to the 30th June last; the rate of interest in 1857 was 63,† in 1858 it was 1·03, and for the past half-year the working expenses have about equalled the receipts.

In my second report I pointed out that this would probably be the case, and the reasons for it.

The line was open for public traffic on the 30th March, 1857, and the number of passengers carried in that year was 29,449; the tons of goods carried 1,559;—and the receipts from all sources amounted to £4,451 9s. 5d.

In 1858 the number of passengers carried was 63,081; the tons of goods carried were 6,997; the receipts from passenger traffic £7,751 11s. 5d.; from goods traffic £2,581 4s. 1d.;—and the total from all sources amounted to £11,469 18s. 8d.

In the first half-year of 1859 the number of passengers carried was 45,069 ‡; the tons of goods were 5,001; the receipts from passenger traffic amounted to £4,410 4s. 4d.; from goods to £1,337 19s. 4d.; and the total from all sources to £5,770 9s. 1d.

It will be seen therefore that there is a constant increase in the number of passengers and tons of goods carried, and in the receipts from these sources, but a falling off in 1859 in the miscellaneous receipts; these receipts in 1858 were mainly derived from the leasing of engines and wagons to private parties, a source of revenue which does not at present exist.

In the nine months of 1857 the working expenses were £2,963 11s. 7d.;§ the net receipts £1,487 17s. 10d.; and the proportion of expenditure to receipts 66·5.

In 1858 the working expenses were £7,870 9s. 6d.; the net receipts £3,599 9s. 2d.; and the proportion of expenditure to receipts 68·6.

In the half-year of 1859 the working expenses were £5,437 6s. 10d.; the nett receipts were only £333 2s. 3d.; and the proportion of expenditure to receipts 94.||

It appears therefore that on the Northern Line the increase of traffic has not been commensurate with the cost of maintaining and working the increase of line opened, but that the working expenses have swallowed up the entire receipts.

Such results must be anticipated if the Railway cannot enter into competition for traffic, and when goods shipped at Sydney are conveyed for the same price from Sydney to Morpeth as from Sydney to Newcastle.

To compete with any chance of success with the steamers, it would be necessary to lower the Railway rates until the total charge between Newcastle and Maitland, a distance of 20 miles, did not exceed that for cartage from Morpeth to Maitland, a distance of 5 miles.

The ordinary charge for cartage is, I am informed, 5s. per ton, the Railway rate for all goods must therefore be 3d. per ton per mile, including loading and unloading, and it is obvious that the Steam Companies could easily arrange to underbid the Railway even at that rate.

The

* An addition (for the same reason as given in the above note) should be made to these working expenses of £1,492 1s. 9d. reducing the net receipts to £8,590 9s. 3d. for the half-year, increasing the proportion of expenditure to receipts to 67·1 per cent., and reducing the rate of interest named above to 2 per cent. per annum.

† Upon £292,054 5s. 8d., the cost of construction and rolling stock.

‡ To compare these numbers † must be added to the returns for 1857 and 1858.

§ During the year 1857 and the first quarter of 1858 the permanent way was maintained by the Contractor under his contract.

|| If the proportion for salaries and contingencies of general establishment be added, there will be a deficit on this line of £412 18s. 7d. for the half-year.

The Government have hitherto declined entering into competition for traffic, and have adopted a mileage rate, applicable to all distances and lines alike, but it is evident that if the Northern Railway is to have any considerable share in the carriage of goods between Maitland and Newcastle, it must enter into competition for it; and were the line leased to a company, they would immediately make the attempt.

RATES.

The consideration of this question leads to that of the existing Railway rates generally, a subject of the greatest importance, but requiring to be entered into in such detail that I have preferred placing it as a separate paper* in the Appendix, to embodying it in this Report. I may however be permitted to take this opportunity to state, in reference to the increase in passenger rates made in May, 1858, that before recommending that measure to the Government, the subject had had, as is evidenced by my second Report and its Appendix, my most anxious attention, and that it was not until after repeated consultations, extending over many months, with those fully competent to advise with me upon such a matter, that the recommendation was made. I was perfectly aware that to a section of the public the measure would be extremely distasteful, and I anticipated what it would expose me to personally; but having, after the best consideration in my power to give, arrived at the conclusion that it was my duty to recommend the Government to make the increase submitted by me to them, I should have been unworthy of their confidence, and of the position I have the honor to hold in the public service of this Colony, had I failed to do so.

The experience I have since had in the working of the existing lines induces me to submit, for the favorable consideration of the Government, the following measures, as calculated to afford increased accommodation to the public, while promoting the financial success of the Railways:—

- 1st.—To abandon the principle of a fixed mileage rate for passengers, and to have special rates for particular places, as found necessary.
- 2nd.—To diminish the price of season tickets in proportion to the increase in distance.
- 3rd.—To revise clause 100 of the Government Railways Act of 1858, so as to enable special arrangements to be made, where it may be advantageous to do so, with merchants and others, having heavy loadings—as cargoes of grain, &c.—to send at one time.

RUNNING OF TRAINS.

It having been intimated to me that it was unnecessary to run so many as 10 passenger trains daily between Sydney and Parramatta, and 8 daily between Parramatta and Campbelltown, I caused a record to be kept shewing the working of each train,† from 1st January to the 30th June last, the results are as follows:—

WEEK-DAY DOWN TRAINS.

The passenger traffic existing on the line from Sydney to Parramatta only is sufficient to cause the whole of the down trains to be run at a profit over that length of line, with the exception of the 5.45 P.M. train‡; with the mileage proportion of receipts due for traffic to stations beyond Parramatta this train also is run at a considerable profit.

Between Parramatta and Campbelltown the down trains would be run at a loss were it not for the through goods to Liverpool and Campbelltown conveyed by them.

Considering the line from Sydney to Campbelltown as one, the whole of the down trains are run at a profit.

WEEK-DAY UP TRAINS.

The proportion of receipts due to the line between Campbelltown and Parramatta from passenger traffic is not sufficient to cover the working expenses of the up trains over that length, but the deficiency is made up in the morning trains from the goods traffic §

Between

* Paper No. 3, Appendix, page 23.

† Including receipts from passengers, horses, carriages, dogs, parcels, and the conveyance of mails. The table will be found in the Appendix, Table 9.

‡ This train feels the influence of the 4.35 P.M. train.

§ Nearly all the through goods, both up and down, are taken by the 1st and 2nd trains, which are, therefore, run at a considerable profit; the afternoon trains, as a rule, do not convey goods, and are, therefore, run at a loss over this length.

Between Parramatta and Sydney the up trains, with the exception of the 2.45 P.M., are run at a profit, even exclusive of the proportion of receipts due for traffic from stations beyond Parramatta, including these the 2.45 train, is also run at a considerable profit over this length.

Regarding the line from Campbelltown to Sydney as one, the whole of the up trains are run at a profit, with the exception of the 2.45 train which runs throughout at a loss of 7.6d. per train mile.

Although this is the case, I cannot recommend at present that it should be at once discontinued, for the hour of its arrival in Sydney (4.45, P.M.) is very convenient to a large number of persons; if, however, by the time the line beyond Campbelltown is opened the receipts from this train should not have improved, it can then be taken into consideration whether it should be continued.

SUNDAY TRAINS.

The 8.30 A.M. down train is run at a profit to Parramatta, at a loss between Parramatta and Campbelltown, and at a profit throughout.

The 2.30 P.M. down train, which stops at Parramatta, is run at a profit.

The 5 P.M. down train is run at a heavy loss throughout.

The 8.15 A.M. up train is run a loss of 4s. 2.4 per train mile between Campbelltown and Parramatta; at a profit between Parramatta and Sydney; and at a heavy loss throughout.

The 3.30 P.M. up train from Parramatta only is run at a loss of 3s. 1.7 per train mile.

The 4.45 P.M. up train is run at loss between Campbelltown and Parramatta; at a profit between Parramatta and Sydney; and at a loss of 3.4d. per train mile throughout.

The following alterations in the Sunday trains are therefore submitted for consideration.

The present 8.30 A.M. down train to leave Sydney at 8.45, and not to proceed beyond Parramatta.

The 2.30 P.M. down train, which now stops at Parramatta, to go on to Campbelltown.

The 5.0 P.M. down train to be discontinued.

The present 8.15 A.M. up train from Campbelltown to be discontinued, a train leaving Parramatta instead at 9.45 A.M.

The 3.30 P.M. up train from Parramatta to be discontinued, and the 4.45 P.M. up train to remain as at present.

These arrangements would provide 2 up and 2 down trains between Sydney and Parramatta on Sundays, instead of 3, as at present, and 1 up and 1 down train between Sydney and Campbelltown, instead of 2, as at present; and, judging from the returns, would, while avoiding the running of trains at a loss, still furnish such accommodation as the public require.

GENERAL REMARKS.

The trains have run with great punctuality; and, with the exception of the sad accident of the 10th July, 1858, without casualty.

When the Southern Line was opened to Campbelltown, in May, 1858, considerable alterations were made in the Time Table, but even a few days were sufficient to prove that the new hours for the arrival and departure of the trains were not as convenient for the public as those previously advertized. These were therefore reverted to on the 1st June, 1858, as closely as the additional 12 miles of line opened would permit, and they have remained since without change.

Experience shows that an alteration of even a few minutes, especially in the morning trains, may seriously affect the public convenience, and the amount of traffic, especially on the line from Parramatta to Sydney.

The complaints of incivility or inattention on the part of the railway officials, or of loss of or injury to goods, have been very few, and have in all cases been redressed when found on inquiry to be just, and when in the power of the Commissioner to redress them.

It

It may be interesting to give some idea of the cost of management and working in this Colony and in Victoria.

The entire cost of the management and working of the Great Southern Railway over a distance of 34 miles for the half year ending 30th June last was £17,622 14s. 9d., the receipts being £26,253 4s.

The cost of the management and working of the Melbourne and Hobson's Bay Company, a distance of 6½ miles, for the half year ending 30th April last, was £16,194 18s. 9d. the receipts being £45,343 19s. 4d.

I am not aware of the actual cost of management and working of the Government Railways in Victoria, but the Estimates for 1859 provide £66,816 11s. 8d.* for the Williamstown and Sunbury lines (as far as the Digger's Rest Station) a total distance of about 30 miles. It is probable the actual cost will be much less.

I have throughout this report preferred comparing the railway rates and expenses in this Colony with those of the sister Colony of Victoria rather than with those of Europe, because the length of line opened and the relative prices of labor admit of a more just comparison.

I have to request attention to the fact that the railway receipts for the current year will fall short of the amount estimated by me last year. The estimate was £100,000, and I cannot now anticipate that the receipts will exceed £65,000; at the same time the working expenses were estimated at £65,000 and will, I trust, not exceed £45,000.

When my estimate was framed it was under the impression that the experiment of the tramway along Pitt-street would be at once carried out; that the line would before this time have been opened into Parramatta; that the improvement of the road over Kenny's Hill, recommended in my last Report, † would have been executed before the wool began to arrive from the country, and that the coal traffic into Newcastle would have been earlier developed.

All these were measures upon which, to a great degree, increased receipts depended, but, from the circumstances to which I have already alluded, the tramway has not yet been commenced, nor any substitute provided for it; it has been found impossible to open the line into Parramatta; the late period at which funds were available prevented the work at Kenny's Hill being executed at the time proposed, and though arrangements are in progress for bringing a large coal traffic upon the Railway from various sources they are not yet completed.

I have already, in considering the question of Railway rates, submitted those further measures which I believe would conduce to the greater accommodation of the public and prosperity of the Railway. They are such as, in my opinion, any company working the line would adopt, and as the results would justify them in having tried.

In my second Report I stated the principle that the Government Railways ought to be worked precisely as if in the hands of a company, and if it be thought impossible to vary the rates, as suggested, it becomes a question for serious consideration whether the lines should not be leased.

The objections to leasing the lines are, briefly, 1st.—The great difficulty of fixing a just rate at which to lease them for a term of years, while the results of the present extensions and of the coal trade of Newcastle are yet undeveloped; at the same time that an ANNUAL lease would be most objectionable. 2nd.—That the lessees of a Railway will never have the same interest in maintaining in good order the permanent way, rolling stock, and costly machinery, as the Government, who represent the owners of the Railways, have; and that however strict the Government inspection and the terms may be, considerable difficulty will be practically experienced in enforcing such maintenance; and, thirdly—That as the lessees of a Railway of course lease it with a view of obtaining a profit for themselves over and above the working expenses and interest due upon the capital, it follows that while the Government would be prepared as soon as the lines pay the interest on the capital invested in them to reduce the rates, it cannot be expected that the lessees would do so.

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* Including one-half the cost of general Establishment.

† As necessary to facilitate the transit of goods to Campbelltown,

It would, in my opinion, at any rate be premature now to lease the lines. Should it however be decided hereafter to do so, the following would probably be among the leading terms in the agreement :—

1st.—The maximum charges and minimum number of trains to be determined by the Governor and Executive Council.

2nd.—The lessee to maintain the way and works, and to purchase the rolling stock at a valuation, the stock to be re-valued, and the amount so determined upon re-paid to the lessee on the termination of his lease.

3rd.—The Government to appoint officers with full powers to inspect the Railways, and the Government to have power to enforce such repairs and reforms as, in their opinion, should be necessary, and to resume possession of the line should the way and rolling stock not be maintained to their satisfaction.

4th.—The accounts to be audited by Government auditors.

5th.—The company to pay all working expenses and a per centage on the capital invested, increasing yearly at a rate to be agreed upon.

However, whether the Government retain the working of the Railways in their own hands or lease them, it may be presumed, that within a few years at most, the traffic upon the Lines existing and authorized will be such as to render them self supporting, and as to afford the public a vast amount of accommodation, without any assistance from the general revenue.

It will be time enough to consider whether a similar result can be anticipated as the Railways extend into the more thinly peopled districts when further extensions are proposed, and accurate information can be submitted as to their direction and cost.

RAILWAY TRIAL SURVEYS.

The labors of this branch of the department have been confined almost exclusively to the authorized extensions, to the exploration of the country between the Hawkesbury and Bathurst, and to the survey of the Grose Valley. It was found possible, as already intimated, in preparing the working plans, considerably to improve the trial lines shewn on the lithographed plans laid in 1858 before Parliament, and the attention of the principal officers has been to a great extent occupied with the necessary surveys; the result is, however, very satisfactory.

The survey of the Grose has proved a work of even greater labor than was anticipated. Immediately after the Parliament sanctioned last session the expenditure of £1,500 specially for this service, I gave instructions that as many men as could possibly work with efficiency should be employed upon it. Since that time it has been carried forward from both ends of the Valley at once, one party being supplied with food and necessaries from the Richmond end, and the other from the Hartley end. The two parties are now within about eight miles of meeting; but the progress is unavoidably slow, where almost every inch of the track has to be cut and formed out of the rock.

It has been thought advisable also to enter into more detail than usual in a trial survey, so as to avoid the necessity of having to go twice over such ground, from any want of information. It is anticipated, however, that the work will be completed by the end of the present year; and it may be interesting to notice, that a new bridle track will then have been opened from the Hawkesbury to the Valley of the Lett.

Two of the sappers were employed from May, 1858, to August, 1859, in a survey of Norfolk Island, the expense of which will be borne by the Home Government.

I have already alluded in this Report to the importance of proceeding vigorously with the trial surveys, and to the provision made for this purpose in the Estimates for 1860. Considerable difficulty has been found in procuring surveyors of sufficient experience to take charge of parties, and to take a leading part in exploring the country, so as to enable a decision to be come to as to the lines to be surveyed. Until this was done it was manifestly useless to employ other surveyors in the field. The completion, however, of the plans for
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the authorized extensions will set those officers free who have been until now engaged upon them, and further surveys will now be proceeded with; the intention being to place parties in the Northern, Western, and Southern districts, as early as possible.

ROADS:

The Main Roads Management Act, 21 Vic., No. 8, was assented to on the 7th June, 1858, and the following defined by its schedule to be the Main Roads of the Colony:—

The Great Western Road—from Sydney, *via* Parramatta, Penrith, Hartley, and Bathurst, to Wellington, a distance of about 210 miles.

The Great Southern Road—from the Great Western Road, at the fifth milestone from Sydney, *via* Liverpool, Camden, Berrima, Goulburn, Yass, and Gundagai, to Albury, a distance of about 380 miles.

The Great Northern Road—from a point in Swan-street, in the town of Morpeth, 100 yards easterly from the junction of George-street, *via* Maitland, Singleton, Muswellbrook, Scone, Murrurundi, and Tamworth, to Armidale, a distance of about 236 miles.

Portions of these roads, extending from Penrith to Bathurst, from Camden to Gunning, and from Black Creek to Murrurundi Gap, together with the Mudgee Road, a distance of about 80 miles, were under my charge previous to the passing of the Act; and the Governor, with the advice of the Executive Council, having been pleased to appoint me, on the 25th June, 1858, a Commissioner for the purposes of the Act, the management of the remainder, also, was devolved upon me,—a task which I felt it my duty to accept, though very sensible of the additional responsibility and labor attendant upon the construction of a practically new department, and the management of 900 miles of road.

Feeling that I could be of little service until I had seen the roads for myself, I inspected the Northern in August, and the Western and Mudgee Roads in October, 1858, accompanied by the Engineer for Roads and the Road Superintendents; but it was not until the end of the following April that my other duties permitted me again to leave Sydney for a period sufficiently long to enable me to see the Southern Road.

In the meantime, however, the question of the future management of the Main Roads was repeatedly discussed, and I had the opportunity of ascertaining the views of the Government upon it, and of submitting such arrangements as were then practicable to carry them out, the most important being the division of the roads into districts, and the substitution of contract and task for day work, which, in spite of many obstacles, have since, to a great extent, been effected.

NORTHERN ROAD.

After inspecting the Northern Road, I submitted a full Report upon it, dated the 25th September, 1858, containing also such general suggestions as I then had to offer, relative to the construction and management of the Main Roads.* Of the works then recommended, the improvement of Warland's Range has been carried out, the bridge at Falbrook is in progress, and the Engineer for Roads is at present in the field making arrangements for the improvement of the road at Grass-tree Hill, Muswellbrook, and the Murrurundi Gap, for the bridge over the Page, and for the bridges over the minor creeks, for which provision was made in this year's Estimates: tenders have been called for the bridge over the Peel, at Tamworth, but I regret to say, without success; nor was any tender sent in for the bridge over the Macdonald, at Bendermeer; and counter petitions relative to its exact site having been received, further inquiries have been directed to be made before tenders are again called for.

Bridges have also been constructed under this department over the Wollombi and Cockfighter Creeks, and the Millfield Bridge repaired.

The Northern Road is now divided into two Districts, each under the immediate charge of a Road Superintendent; the first extending from Morpeth to Doughboy Hollow, about

* Parliamentary Paper, 30 September, 1858. 524—A.

about 104 miles; the second, from the Hollow to Armidale, about 132 miles. The first District consists of four divisions, three of which have overseers immediately responsible to the Superintendent, as he is to the Commissioner; the fourth division embraces the road in the immediate vicinity of the Superintendent's residence, for which therefore no overseer is allowed.

Almost all the work in progress in this district is now being carried out by contract, and arrangements are being made for the expenditure of the balance remaining in hand after taking these contracts, and of the tolls of the second six months of the current year.

2nd District.

In my Report of September, 1858, I drew attention to the inexpediency of any considerable expenditure being incurred upon the Second District of the Northern Road, until it had been surveyed and proclaimed.

The survey was commenced in April last, and as portions of the road are finally decided upon by the Government, their construction will be proceeded with.

In the meantime some pressing works of a minor character have been done, and I have now directed the Engineer for Roads to confer with the Superintendent as to what services can be judiciously carried out in this district, and to transmit specifications and estimates for them.

I may here mention that I anticipate the most beneficial results from the system of personal inspection, and of sending over the roads from time to time from the Head Office independent officers to inspect the works in progress, and to confer with the officers on the spot who may be employed either in superintending the roads or the bridges in course of construction.

WESTERN ROAD.

1st District.

The Western Road is now divided into three Districts. The first, extending from Sydney to Penrith, a distance of about 32 miles, was, until the passing of the Main Roads Management Act, under the superintendence of Road Trusts, by whom some judicious repairs were carried out.

It is now in charge of an overseer directly responsible to the Engineer for Roads; and the system of contract and task work is being very successfully carried out on it.

2nd District.

The Second District is between Penrith and Bathurst, a distance of 90 miles, and is under the charge of a Road Superintendent; it has three divisions, the first being from Penrith to Little Hartley, the second from Little Hartley to the foot of the Dividing Range, and the third from the Range to Bathurst. For the first and third divisions overseers have been appointed, but not for the second, the Superintendent residing about the centre of it*.

This district comprises the road over the Blue Mountains and the Dividing Range, upon which an immense amount of time and labor, and much scientific skill must have been expended, but which from neglect is now so completely ruined as to constitute it the worst portion of the Main Roads.

It is a sad thing in a new country to see the destruction of so much good work caused by the want of maintenance, and it is so much the worse, because with the means at command little can now be done to remedy the mischief; it must be plain to all that a sum of £50 per mile per annum, even if doubled by special votes, is quite inadequate properly to maintain, much less to reconstruct, a road in the condition this is now in; the expense of making and maintaining which is increased by the fact that running, as it does, along the narrow ridge of a sandstone range for nearly half its length, it is so far, destitute of good metal or ballast, and deficient even in good timber, while its only inhabitants, with scarcely an exception, are occupied in the keeping of the inns along the road side.

Contracts have, however, been taken for the repair of some of the worst places, and arrangements are now in progress for the expenditure, by task or contract work, of the balance remaining in hand after these contracts were taken.

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* When necessary the Superintendents are allowed a ganger for their own division.

The following bridges are in course of construction, viz. :—Over Cox's River, Junction Creek, Vale Creek, Evans' Plains' Creek, and Jordan's Creek; the three last are of minor importance, and are being carried out under the inspection of the Road Superintendent of the 3rd District.

The laminated arches of the Denison Bridge at Bathurst having given way, owing to the shrinking of the bows and timber generally, the superstructure vibrated when the traffic passed over it to such an extent as to threaten its rapid ruin, unless at once seen to. The necessary repairs, which required a great amount of care and skill, have been very successfully carried out, at a cost of about £770.

Several deviations of the road within this district have been proposed; there are, however, only two that appear to me advisable at present: The first is to use the route at present taken by the public in preference to the old line, viz., by following the Mudgee Road where it leaves the main road until it reaches Lee's Inn at Bowenfels, and thence through Lee's ground to the junction of the Fish River Road, thus avoiding a descent of 200 feet into Bowen's Hollow.

The second is to avoid the long, narrow, and difficult ascent and descent of Mount Lambie, by forming a road, for which the ground is favorable, along its base, leaving the present road at a short distance eastward of the bridge at Solitary Creek, and joining it again at about half a mile east of Bedford's Inn.

In the place of this diversion a line through Piper's Flats has been suggested, but under all the circumstances I prefer that already recommended.

A question of the first importance in reference to the main road through this district (and indeed to the main roads generally), is the *rate* at which expenditure should be incurred upon it, or, in other words, whether a really good road is to be formed and maintained, or whether such repairs only are to be executed as shall be sufficient to prevent the traffic being stopped.

The decision of this question would appear to a great extent to hinge upon the policy of the country in reference to Railways. If the intention be to push them rapidly forward, it would probably be thought unnecessary to incur any heavy expenditure upon the formation of roads; but if they are to be constructed at the rate of a few miles only in each direction yearly, it is well worthy of consideration whether a good road should not as early as possible be made and maintained.

Thus, if it be intended within the next four or five years to carry the Railway, say for example, to Hartley, to re-form the Mountain Road would not be desirable; but it might be well worth while to make a thoroughly good road between Bathurst and Hartley, even if the funds were raised by loan; but if within the same period it was intended to carry the Railway to Bathurst, such a course would be no longer desirable.

The matter does not yet appear ripe for decision, since the Railway policy can scarcely be decided on until more is known of the general direction and cost of future lines; yet I think it even now of sufficient importance to draw attention to it.

3rd District.

Beyond Bathurst the road is generally undefined and unproclaimed; and several deviations have been suggested from the tracks now in use.

Of these, one in the neighbourhood of Guyong has been repeatedly examined; differences of opinion as to the best line having existed among the officers employed to report upon it, I directed the newly-appointed Superintendent of this district (as he will have to carry out whatever works are required upon it) also to examine it. His report has now been received, and I shall shortly be in a position to submit the matter for your decision.

In the neighbourhood of Molong, also, different interests lead to different opinions as to the direction the main road should follow; and there are those who maintain that it should not pass through Molong at all, but run from Orange *via* Stoney Creek to Wellington.

Under these circumstances, the importance of an early survey and proclamation of the main road through the district will be manifest.

Some

Some works of minor importance have been executed and are in progress; further specifications and estimates are now under consideration for such works, as there can be no doubt of their future utility.

It is scarcely necessary to observe that when a new officer takes charge of a new district, some time is necessarily spent in his making himself acquainted with it and its wants and requirements before anything can be done.

MUDGEE ROAD.

Extensive repairs, involving a considerable expenditure, have been made upon this road, and arrangements are in progress to call for further contracts. A careful instrumental examination of the various tracks over Cherry-tree Hill is however required, before the improvements proposed there can be carried out. The road is under the charge of a second-class Superintendent.

The bridge over the Cudgegong, at Mudgee, has been completed and opened for public traffic.

THE MAIN SOUTHERN ROAD.

The Main Southern Road is, from its greater length, divided into four districts.

First District.

The First District extends from the junction of the Western and Southern Roads to Camden, about 37 miles, and, like the Western, is under the charge of an overseer, directly responsible to the Engineer of Roads, and the system of task and contract work has been easily and successfully introduced.

The Cabramatta Bridge having on inspection been found in a condition dangerous to the public safety, has been re-constructed.

Second District.

The Second District is sub-divided into five divisions, the first extending from Camden to Lupton's Inn; the second from Lupton's Inn to Berrima Bridge; the third thence to Wingello Inn; the fourth from Wingello to Goulburn, and the fifth thence to Gunning. Upon the first, third, fourth, and fifth there are overseers, the whole being under the charge of the Superintendent, who resides at Berrima.

A large amount of work is in progress in this district by contract or task-work, the latter, to avoid delay, having in many instances been resorted to for services for which tenders could not be procured, or for which the tenders sent in were ineligible; specifications are also being prepared for such further services as it is proposed to execute within this district during the current year.

As the system becomes better understood it may be anticipated that competition will become greater, and tenders, therefore, be more easily procured for works even in the remoter districts.

Beyond Goulburn the same necessity for surveying and proclaiming the road exists as with the other main roads, and between Picton and Goulburn the same question arises as to the rate of expenditure that should be adopted, and the character of the road that should be formed and maintained.

Contracts have been taken for the formation of the main street at Gunning, for which special provision was made in this year's Estimates, and the works are in progress.

The Berrima Bridge and the Mulwarrie Ponds Bridge have been completed and opened, and the necessary drawings and specifications will be put in hand for those over the Wollondilly, and at Bungonia, as soon as any officer can be spared to prepare them.

3rd District.

It is proposed that the Third District should extend from Gunning to Jugiong or Gundagai, according to the works in progress between Gunning and Albury, and that it should be under the charge of a Superintendent, with one overseer.

Tenders have been received for the construction of four bridges over the following Creeks: Bogalong (2), Black Springs, and Coolac.

These bridges are to be supported on piles, with a wooden superstructure; they are to be constructed on one general plan, modified according to the section of each creek, and are of a simple and inexpensive design.

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The laminated arch bridge at Yass was found on inspection to require immediate and extensive repair, the arches having given way from the same causes as those of the Denison Bridge; this work is in progress.

Specifications are also being prepared for the repair of the main road where it passes through the town of Yass.

The principal obstructions to traffic between Gunning and Gundagai, in addition to the creeks already named, are at Bowning Gap, Cooney's Hill, and the Money Money Ranges and Flat, towards the improvement of which funds have been set apart.

It must be observed, however, that at Cooney's Hill there is a proposed diversion, which must be instrumentally examined to decide upon the exact line of road before any work can be commenced there, and for this arrangements have been made; and further, that I received numerous statements, during my inspection of the Southern Road, that the proper line of road between Yass and Albury was by "The Levels," avoiding Jugiong and Gundagai altogether, and the broken country between them; and counter statements to the effect that "The Levels" line was altogether impracticable, being destitute of water in summer, and full of rotten ground in winter. Such questions, so far as the relative merits of the roads are concerned, can only fairly be decided by an extremely careful examination of the country.

But in the first place, the Schedule of the Main Roads Act defines the main road as passing through Gundagai, and in the second there appeared to me to be such an amount of private interests at stake as would warrant at any rate an expenditure sufficient to provide bridges over the worst creeks, and to assist in removing the leading obstructions to traffic: and these are the considerations that have influenced me in submitting the works to be executed upon the road between Yass and Albury.

When at Gundagai my attention was turned, in accordance with my instructions, to the formation of a road round Kimo Hill, and to the question of a bridge over the Murrumbidgee.

It is certainly practicable to make a road round Kimo Hill, and I am assured that its formation would tend greatly to enhance the value of the Crown Lands in its vicinity, but the amount voted for this service (£1000) is altogether inadequate, and it would be useless to expend it, unless more can be assured.

The inhabitants of Gundagai appear to be inconvenienced at least as much by the creeks along the flat, and its submerged state when the river is in flood, as by the want of a bridge. The Surveyor General was good enough to grant me the assistance of the resident Surveyor, by whom such plans and sections have been furnished as will enable the merits of the relative sites proposed on the spot, and the cost of the required works to be decided upon, and the necessary drawings will be made, and specifications and estimates prepared, to enable me to submit this matter for the decision of the Government as soon as an officer can be spared for the purpose.

4th District.

The Fourth District of the Southern Road will extend from Jugiong or Gundagai, as already stated, to Albury.

Within this district tenders have been received for the construction of bridges, on the same plan as those in the 3rd district, over 8 creeks.

The leading obstructions to traffic within this district, after the creeks, appeared to be Mundarlo and Tareutta Hills, some marshy spots, the entrance into Albury itself, and the approaches to the ferry there. The Government having decided, after considering my report upon the bridge to be constructed over the River Murray at Albury, that the structure should be of wood, and erected at the Wodonga-street site, the approaches can now be proceeded with, and the necessary plans and specifications for this service are in hand.

Revised plans for the bridge are also in hand, and I anticipate being able to call for tenders for its construction next month.

Funds have been reserved towards providing for the other services named, but I have not yet been able to find a gentleman of whom sufficient was known to enable me to recommend him with confidence to the Government for an appointment as Road Superintendent over a district so distant from the head office. The matter has, however, my constant attention.

GENERAL REMARKS.

The general matters in connection with the main roads which appear to call for special attention are :—

- 1st.—The necessity for the speedy survey and proclamation of those portions of the Main Roads requiring it.
- 2nd.—The consideration of the rate of expenditure upon the main roads, and of the class of Road to be formed and maintained.
- 3rd.—The consideration of the question whether, whenever any portion of the main road forms one of the streets of a town, the expenditure of the funds appropriated for its repair should not be entrusted to the municipal, or some local authorities, and the Commissioner be relieved of the charge of such portion of the main roads.

In conclusion, I may observe that the work consequent upon the passing of the Main Roads Management Act has grown so much faster than the head office establishment provided for its performance as to have rendered it throughout short-handed, and to have compelled me to request continually the attendance of the officers employed in it during extra hours, which has been cheerfully rendered. The same has been the case with certain of the officers in the Railway Branch of the Department.

ELECTRIC TELEGRAPH.

The progress of the Electric Telegraph, both as regards the construction of new and the working of existing lines in this Colony, has been satisfactory.

The first contract made was in May 1857, for the construction of the line from Liverpool to Albury, at £49 14s. 6d. per mile: at the same time the department undertook to connect Sydney (at Redfern) and Liverpool, a distance of 22 miles.

The latter work was completed in October, 1857, at a cost of £1,837 6s. 7d., but the progress made in the former not being satisfactory, the Government in the same month terminated the contract; the contractor, however, was subsequently allowed to complete the line between Liverpool and Picton (33 miles) at £48 14s. 6d. per mile, and this was finished in March, 1858.

In October, 1857, the department also undertook the construction of a line about 7 miles in length, connecting the Signal Station at South Head and the Sydney Exchange Office. This was completed in January, 1858, but was subsequently extended, about 2 miles to Fort Phillip and the Port, Post, and Railway Offices, at a total cost of £832 1s. 4d., the whole line being finished in March, 1858.

In January of that year the station at Redfern was connected by the department with the main station at the Sydney Exchange, the length of line being about $1\frac{1}{2}$ miles.

In the same month also a fresh contract was made for the construction of the line from Picton to Albury, a distance of 306 miles, at £57 per mile.

On the 26th of the same month, telegraphic communication commenced in New South Wales, by the opening for public use of the lines to Liverpool and the South Head.

On the 1st April the work had advanced as far as Berrima, and the line was tested by the exchange of messages between that place and Sydney.

On the 9th April the towns of Albury and Melbourne were placed in telegraphic communication, the inhabitants of Albury having themselves erected the connecting line*, and the Government having despatched thither an operating clerk, with the necessary instruments and batteries, &c.

On the 10th May, the day upon which the Railway to Campbelltown was opened for public traffic, the station there was placed in circuit.

On the 25th and 28th August the line was opened for use to Yass and Gundagai respectively.

In September a second wire for the use of the Railway was erected along the existing poles to Campbelltown, at a cost of £580 16s. 6d. for about 36 miles.

At

* About half a mile long, at a cost of £66, since paid by the Government.

At noon on the 28th October the Sydney wire was brought into the Albury Station, and at 3 P.M. on the following day telegraphic communication was established between the three Colonies of Victoria, South Australia, and New South Wales; and the line at once opened by the Government for business.

Since that period it has been constantly at work; the insulation has been found excellent, and the interruptions from breakage or other causes few* and of short duration.

From the amount of business that at once ensued on the line being opened, together with the comparative inexperience of the operators (all of whom with one exception were young hands trained in the Sydney Office, and not accustomed to the sole charge of stations,) some delays took place in the transmission of messages in 1858, but since April last when some departmental changes were made, the working of the line in this Colony has been excellent.

I regret to state, however, that upon the two last occasions of the arrival of the mail from England the press messages have not been received at Albury, and that therefore although the arrangements made by this department for that purpose remained perfect, the messages could not of course be furnished. The inconvenience to the public, and the loss of revenue have been so great, as to render the matter worthy of the special attention of the Government.

The growth of the telegraphic business will be seen from the following statement:—

For the first six months of 1858 the number of messages transmitted were 1,172, and the receipts £233 11s. 9d.; and for the second six months 7,969 messages, and £1,699 8s.

Between the 1st January and 30th June last, the number of messages rose to 17,509, and the receipts to £3,488 14s. 11d.; the total value of the messages transmitted being £3,876 9s. 11d.†

Of the former amount £3,394 11s. 4d. was earned by the inter-colonial line, and as the capital invested in this up to the 30th June last was £23,550 15s. 8d., and the expenditure upon it £1,469 16s. 3d., the amount of interest upon the capital invested, after payment of working expenses, is at the rate of 16·4 per cent. per annum; the total length of line opened in the Colony being 410 miles, the capital invested £25,067 3s. 6d., the expenditure £1,775 16s. 3d., and the rate of interest 13·6 per cent. per annum.

Under the existing arrangements no inter-colonial accounts exist, each Colony retaining the receipts for all messages transmitted from it, the principle being that each should have the advantage of the traffic it creates. Upon this principle press messages are excepted from the general rule, the receipts due for these being collected in the Colony receiving them.

The transmission on the arrival of the mail of press messages after the usual work of the day is done has occasionally rendered the duties of the operators extremely arduous, the offices at Albury and Sydney being open at such times nearly all night as well as all day.

In the last reports which I have received from the Superintendents of Victoria and South Australia, and which contain information up to the 31st December last, the following results are stated:—

In Victoria during the first six months of 1858 the cash receipts were £6,885 3s. 3d., and the value of messages on public service £3,052 5s. 2d.; the expenditure for maintenance and working £7,664 3s. 1d.

During the second six months of 1858 the cash receipts were £9,589 14s. 7d., and the value of messages on public service £7,074 10s. 8d., and the expenditure for maintenance and working £9,739 17s. 6d.

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* A statement of the interruptions that have taken place during the current year in New South Wales, and their causes, will be found in the Appendix, Table 15. It will be seen that almost all have arisen from the heavy storms of thunder and lightning to which this Colony is subject. It may be interesting also to mention, that on the 29th of August last, upon the evening of which the Aurora Australis was seen, the electric circuit appeared to be deranged in a singular manner. The effect of ordinary thunderstorms is to invest the relays with additional magnetic powers, but in the present instance, although an extraordinary current of electricity appeared to be passing along the wires, the magnetic power was apparently neutralized, and this so constantly, as to prevent all working throughout the day, the derangement lasting from 10 A.M. to nearly 8 P.M., and occurring frequently at intervals of only half a minute; it ceased when the Aurora was seen.

† See Table 15, Appendix.

The balance upon the total transactions of the year, including value of messages on public service as cash receipts, gives 7 per cent. as the rate of interest upon £70,000, the then total outlay, after payment of working expenses.

In South Australia during the first six months of 1858 the cash receipts were £759 15s 3d, the number of messages being 19,805; and for the second six months £2,084 10s. 3d. The expenditure, capital invested, and rate of interest, are not given.*

The length of line opened in Victoria is 897 miles, and in South Australia 410 miles.

LINES IN PROGRESS.

Contracts have been made for the continuation of the lines to the Hunter and Bathurst, for which funds were provided by Parliament last session.

The line to the Hunter was commenced on the 6th of June last; starting from the Blacktown road it passes through Windsor and Richmond *via* Wiseman's Ferry to Wollombi and West Maitland, and thence to Morpeth, and along the Railway line to Newcastle.

The line to Bathurst follows the Railway line from Parramatta to Penrith, whence it ascends by Knapsack Gully to the main road, near the Pilgrim's Inn, and follows the general course of the road to Bathurst, with the exception of a deviation at Mount Victoria and another at Mount Lambic. The work commenced on the 23rd May last.

Between the head office at Sydney and Parramatta the line is being carried out by the department direct, contracts having been made for the poles, and the work being executed by agreement.

The estimated length of the Northern Line, measuring from Sydney, is 154 miles, and from the Blacktown road, 132 miles; of the Western Line, from Sydney 127 miles; and from Parramatta 118 miles. The contract price for the Northern Line is £55 per mile, and for the Western Line £51 per mile.

It is anticipated that both these lines will be ready for opening in the course of next November.

A contract has also been taken for the erection of the second wire to Albury, so much required to facilitate inter-colonial communication, the price being £17 10s. per mile, (less £100 on the entire distance.) This work has been commenced, and will probably be completed by the end of the present year.

Telegraphic communication will then extend in this Colony over about 677 miles, over 15 miles of which there will be five wires; 20 miles three wires; 331 miles two wires,—and the remainder a single wire.

The instruments for the Hunter and Bathurst lines (which have been ordered from Messrs. Henley and Co., of London, and are shortly expected,) are on a somewhat novel principle: the ordinary Morse register being worked by a permanent magnet, thus entirely dispensing with the use of main batteries.

By the estimates for the current year a sum of £3,000 has been provided for a line between Moreton Island and Brisbane, of which about 16 miles will be submarine. I anticipated at one time that sufficient would remain of the Tasmanian cable for this service, and I endeavoured to make arrangements for its purchase, and for proceeding at once with the work. Unforeseen circumstances have, however, prevented this, and it will now be necessary to send to England for the cable required.

By my letter of the 17 February last I communicated to the Government the arrangement proposed by Mr. Todd to the Government of South Australia, for the introduction of a money order system by telegraph, and suggested the adoption of similar measures in this Colony, and that the system might be extended so as to become inter-colonial; the suggestions made by me were approved of by the Governor and Executive Council in July last, and arrangements are now in progress to carry them into effect.

PROPOSED LINES.

The extensions, for the construction of which sums have been placed upon the Estimates for 1860, are as follows:—

From Maitland *via* the Railway Line to Singleton, and thence by the main road to Brisbane, a distance of about 600 miles, the estimated cost being £45,000.

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An extension of the Western Line to Mudgee, the estimated cost being £6,000; this line, when further extended, will afford a second means of communication with the Northern Districts.

From Gundagai *via* Wagga Wagga to Deniliquin, a distance of about 200 miles, at an estimated cost of £15,000, connecting the Deniliquin Company's line with the New South Wales system.

The purchase of the Deniliquin and Echuca line, at a cost of about £3,800, which will provide additional means of communication with Melbourne and Adelaide by way of Ballarat.

By the completion of the proposed lines telegraphic communication would be extended in this Colony to a distance over 1,300 miles.

LINES CONTEMPLATED AND PROPOSED IN THE SISTER COLONIES.

In the Sister Colonies additional lines are also in progress and contemplated; the most important perhaps being the submarine and land line to connect Tasmania with Australia.

Among those in progress in Victoria are a line from Geelong to Cape Otway, to connect the Tasmanian Line with the existing intercolonial system, and from Kilmore to Heathcote; and among those contemplated, a second wire from Melbourne to Albury, and from Melbourne to Mount Gambier *via* Geelong, Colac, Camperdown, and Warnambool.

In South Australia a second wire has been sanctioned from Adelaide to Mount Gambier, and the south-eastern frontier of that Colony *via* Mount Barker, Strathalbyn, crossing the Murray at Wellington, and meeting the existing line near M'Grath's Flat on the Coorong, and the work will be proceeded with immediately; also a line from Burra Burra to the Eastern boundary near Lake Victoria; and I am informed that it is contemplated, should the mail steamers continue to call at Kangaroo Island, to connect it by telegraph with Adelaide.

The communications which I have received from the Superintendent of the Electric Telegraphs in South Australia, relative to the extension of the Deniliquin line to the eastern boundary of South Australia *via* the Murray, I have already had the honor of bringing under the attention of the Government. The length of line to be made by this Colony, the thinly peopled districts through which it would pass, and the heavy sums already placed upon the Estimates for telegraphic extensions, prevent my recommending that this proposition should be carried out; at any rate, until the effect of the additional means of communication afforded by the line *via* Deniliquin and Ballarat is known.

TELEGRAPHIC COMMUNICATION WITH ENGLAND.

The proposal lately laid before the Government and the public, for telegraphic communication with England, has naturally excited the greatest interest.

Attention was briefly drawn to this subject in my Second Report, and the proposition now made will be found discussed at length in a paper contained in the Appendix to this Report.*

It will be seen, that while submitting the project for the favorable consideration of the Government, it yet requires, in my opinion, considerable modification, especially as to the nature of the guarantee.

CONCLUSION.

In concluding this Report, I may be permitted to observe, that the rapid progress during the last two years of those public works which have been under consideration has involved constant alterations in the department placed by the Government under my charge, amounting almost to its reconstruction, and has naturally entailed a great increase of labor and responsibility. Such progress, however, in the extension and improvement of Railways, Roads, and Telegraphs, is a matter for congratulation, both as evidencing and as directly tending to the advancement of the real and solid prosperity of the Colony.

APPENDIX

* Appendix, Paper No. 4, page 29.

APPENDIX.

STATEMENT relative to the Settlement of Claims for Land taken for Railway Purposes, referred to in Note page 3 of Report.

Paper No. 1.

The system pursued in this Colony in the settlement of claims for land taken for Railway purposes is as follows:—

As soon as possible after the proclamation of any new line, or section of new line, notices are served, in accordance with the Act, upon those interested in the lands taken or required for the Railway. These notices state the particulars of the land taken, and that the Commissioner is willing to treat as to the compensation to be made, and call upon the parties interested to send in their claims. The claims as sent in are handed over to two valuers, appointed by the Governor and Executive Council, who make separate and confidential reports to the Commissioner of the amount that, in their opinion, should be paid. The Commissioner, after conferring with the valuers, transmits these reports, with his recommendation, to the Secretary for Lands and Public Works, and subsequently receives his instructions as to the amount which the Governor and Executive Council decide should be offered. Should the claimant accept this offer when made by the Commissioner, the money is paid by him as soon as he receives a certificate from the Crown Solicitor that the claimant has shewn a good title to the property to be conveyed. Should the claimant decline the offer, the amount to be paid can be determined before two Justices if the claim is less than £100; if it exceeds that amount, each party appoints an arbitrator, and the arbitrators an umpire, and, as a rule, the amount awarded by them is paid on title being proved as above. There is, however, a power of appeal to the Supreme Court in case either party is dissatisfied with the amount awarded, and where this amount exceeds £300. Considerable delay, it will be seen, must in any case arise, before the Commissioner is in a position to make payments to the parties whose claims have been received, and this has been increased by circumstances which no longer exist. Any delay in payment is objectionable, yet the large amounts involved, and the necessity of ascertaining in each case what is a fair sum to pay, and of having a clear title, must not be overlooked.

MEMORANDUM on the Railways of Victoria and New South Wales, referred to in page 6 of Report.

Paper No. 2.

The Government Railways in course of construction in Victoria at the present time are from Melbourne to Sandhurst, and from Geelong to Ballarat, the former being a distance of about 100 miles, and the latter of about 54 miles. From Sandhurst it is proposed to extend to Echuca, on the Murray, a length of about 57 miles.

The estimated cost of the Melbourne and Sandhurst line is £4,500,000, or about £45,000 per mile; of the Geelong and Ballarat Line £2,000,000, or about £37,000 per mile; and of the extension to the Murray £1,500,000, or about £26,000 per mile. In addition to which, it is estimated that £3,000 per mile will be required for stations and rolling stock; but the works will, it is considered, be completed for an amount considerably within the estimate, so that the total cost, including rolling stock, will not exceed £8,000,000.

The steepest gradient is 1 in 50, the ruling gradient being 1 in 80; the radius of the smallest curve is 30 chains, and varies from 40 to 60 chains and upwards. The rails are 80 lbs. to the yard, single chairs 30 lbs., joint chairs 43 lbs. About two-thirds of the lines will be fish jointed, the remainder being laid with joint chairs.*

The lines are double throughout; the bridges have stone piers and abutments, and either stone or brick arches, or an iron superstructure. The way and works are throughout of the most substantial and costly construction. Some of the works, such as the Warnambool Viaduct, are of great magnitude.

In New South Wales the principle has been laid down of extending the lines as rapidly as possible, and therefore of constructing them with the strictest economy, compatible with the way and works being thoroughly good, and sufficient to accommodate the traffic, until its increase warrants the cost of a double line and more expensive works.

The estimated cost of the lines now authorized, 67½ miles in length† is £744,000, including stations and compensation for land, but exclusive of rolling stock, for which a sum of £57,500 has been voted. The cost of the line from Campbelltown to Picton, of 20 miles, was estimated at £243,000, or £12,150 per mile; from Parramatta to Penrith, 20 miles, at £180,000, or £9,450 per mile; and from Maitland to Singleton, 27½ miles, at £312,000, or £11,193 per mile.

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* I am indebted to Captain Pasley, R.E., Inspector General of Works, and Mr. Darbyshire, the Engineer-in-Chief of the Victoria Railways, for the above particulars.

† The actual distances according to the working plans will be—Picton Line 18½ miles, Penrith Line 19 miles and 68½ chains, Singleton Line 29 miles, making a total of 67 miles 48½ chains.

The steepest gradient is 1 in 70 ; the radius of the smallest curve (with the exception of 3 in the immediate vicinity of Picton, where the line crosses the spurs of a mountain range,) 30 chains. The rails are 75 lbs. to the yard, chairs 24 lbs. ; the lines are single and fish jointed throughout ; the bridges and viaducts of wood.

It is anticipated in Victoria that the traffic will be such as to justify the much heavier expenditure there incurred ; the circumstances of this Colony render such an outlay unnecessary, and, independently of other considerations, the great distances to be traversed would forbid it.

MEMORANDUM on Railway Rates, in New South Wales, referred to in page 9 of Report.

Paper No. 3.

No subject in connection with Railway management is more difficult or of more importance than the determination of the rates to be charged ; and especially upon the first introduction of Railways into any country.

In further reference* to the rates charged in this Colony, it may prevent misapprehension to state what the rates were in April, 1857 and 1858, to what they were raised in May, 1858, and what they now are.

And, first, as regards the passenger rates : these, in April, 1857, were (keeping to round numbers) calculated on the scale of 4d., 3d., and 2d., per mile ; in May, 1857, they were reduced to 3d., 2d., and 1½d. per mile, and in May, 1858, raised to 3½d., 3d., and 2d. per mile ; the tolls taken being fixed at the nearest convenient sum for payment to the amount arrived at by computing the mileage rate. Since the commencement of the present year they have been practically reduced by the issue of return tickets daily, instead of three times in the week only.

Now, assuming each person using the line to travel 12 miles each journey, and to make twelve journeys in the year, the increased cost to first and third class passengers would be 6s., and to second class passengers 12s. per annum. If each person be supposed to travel once a week—an extravagant supposition—the increase would be, to first and third class passengers 26s., and to second class, 52s. per annum.

These calculations are irrespective of any advantage to be derived from the issue of daily return tickets, and show that the increase made cannot be burdensome to the public generally.

It is to be regretted that no very definite conclusions as to the effect of the increase in rates can be arrived at from the traffic of the Southern Railway since it took place, for within two months after it the deplorable accident happened, which, being the first of its kind in the Colony, naturally communicated such a shock to the public, and proved a serious drawback to the use of the line. In the month of May, 1858, upon the 17th of which the revised rates came into operation, the receipts from passengers rose to £3,709, as compared with £2,349 in the previous month, the number carried being, allowing for return tickets, 36,268 and 31,705 respectively. But the month of May is always an exceptional month, owing to the races that then take place, and was especially so last year from the opening of the line to Campbelltown in the middle of it. In the following month of June 29,807 passengers were carried, and the receipts were £3,238 ; but in July, upon the 10th of which month the accident happened, the number fell to 23,830, and the receipts to £2,628 ; after this they steadily increased, † till December when they rose to 31,385, and the receipts to £3,097. During the present year the numbers carried have been, † January, 28,515 ; February, 24,536 ; March, 27,120 ; April, 29,258 ; May, 31,352 ; June, 31,845. And the receipts—January, £2,932 ; February, £2,471 ; March, £2,764 ; April, £2,959 ; May, £2,931 ; June, £2,909. §

It will be seen, on the one hand, that comparing the first 6 months of 1859 with the last 6 months of 1858, there is in 1859 an increase of passengers of 17,162, and an increase in receipts of £564—the numbers being 172,626 and 155,464 respectively, and the receipts £16,966 and £16,402 ; the reduction in the amount received in proportion to the number carried arising, to a great extent, from the issue of the return tickets daily. And, on the other hand, comparing the first four months of 1859 with those of 1858 that there is a decrease altogether of 19,325 passengers, but an increase of £1,177 in the receipts, 12 additional miles of line, however, being in use.

It will be further seen, that the increase in the number of passengers conveyed is gradual from February last, and that the number carried in June last is in excess of that carried in June 1858 by 2,038 ; but the receipts are less by £329. In June last the proportion of return to single tickets was about 41 per cent. ; in June 1858 the proportion was about 20 per cent.

In

* See 2nd Report on Internal Communication of New South Wales—1857.

† The number carried being—July, 23,830 ; August, 24,202 ; September, 24,535 ; October, 24,848 ; November, 26,664. And the receipts being—July, £2,628 ; August, £2,661 ; September, £2,570 ; October, £2,591 ; November, £2,855.

‡ The numbers carried in 1858 being—January, 35,565 ; February, 30,145 ; March, 31,339 ; April, 31,705. And receipts—January, £2,885 ; February, £2,388 ; March, £2,327 ; April, £2,349.

§ For full particulars of traffic, see Table 5 ; also, Tables 6 to 14 inclusive.

In the first four months of 1858, 21,414 passengers were carried on the Northern Railway, and the receipts were £2,064 15s. 11d. In the two following months of May and June, (the fares being raised in May), the number carried was 8,691, and the receipts were £1,122 8s. 4d., making a total for six months of 30,105 passengers, and £3,187 4s. 3d. receipts.

In July the line was opened to West Maitland, giving an additional length of nearly three miles. The number of passengers carried for the six months ending 31st December, 1858, was 40,206, and the receipts were £4,045 16s. 8d.; and for the first six months of the present year 43,069, for £4,120 18s. 2d.

In the last half year the proportion of return to single tickets was about 22 per cent.; in the previous half year about 15 per cent.

I am unable to see in these returns any warrant for diminishing the fares generally, and especially when I consider among other circumstances the strong feeling against Railway travelling which the accident created, the notoriously dull state of trade during the present year, and the effect of the efforts made to have the rates reduced.

It is customary in fixing Railway tolls to take into consideration the cost of travelling by other means.

Previous to the opening of the Railway between Liverpool and Campbelltown, the coach fare was 5s.; the 1st class Railway fare now is 3s. 6d., and the 3rd class 2s.

Between Parramatta and Windsor the coach fare is 5s., or about 3d. per mile; and between Parramatta and Penrith 3s., or about 2d. per mile.*

Between Campbelltown and Goulburn, a distance of about 95 miles, the fare by mail is £3 10s., or nearly 9d. per mile, the weight of luggage allowed free being only from 14 to 18 lbs.

Between Parramatta and Bathurst, a distance of 108 miles, the charge is £3, or at the rate of about 6½d. per mile, the weight of luggage allowed being 14lbs. only.

Between Maitland and Singleton the fare is 15s., the distance being 28 miles, or about 6½d. per mile.

Between Sydney and Newcastle, a distance of 70 miles, the charge by steamer is—cabin 17s. 6d., steerage 11s. 8d., or at the rate of 3d. and 2d. per mile.

These examples show that the railway rates are moderate, as compared with those charged by the ordinary public conveyances of the country.

In the neighbouring Colony of Victoria, the following are some of the maximum rates per mile, fixed by law:—

16 Vic. Melbourne, Mount Alexander, and Murray River Railway Company, 1853:—1st class 6d.; 2nd class 4d.; 3d class 2d.; goods per ton 9d.†

21 Vic., No. 42. Brighton and St. Kilda Railway, 1857:—1st class, 4d.; 2nd class, 3d.; horses, 1s. per mile; if more than one, 9d.; cattle, the same; calf or sheep, 6d.; if more than one, 4d.; dog, 1s.; goods per ton, from 2s. 6d. to 5s.; carriages conveyed on a truck or platform, 5s.; loading, 1s. per ton; unloading, 1s. Goods charged per quarter of a ton; parcels—7 lbs., 1s.; 14 lbs., 2s.; 28 lbs., 3s.; 56 to 500 lbs., 10s.; single articles over 8 tons per agreement.

21 Vic., No. 43. Melbourne and Suburban, 1857, same as Brighton and St. Kilda.

16 Vic. Geelong and Melbourne Railway, 1853,—1st class, 4½d.; 2nd class, 3d.; 3rd class, 1½d.; goods per ton, 6d. per mile.

16 Vic. Melbourne and Hobson's Bay, 1853,—1st class, 1s. 6d.; 2nd class, 1s.; goods, 10s. per ton, (through rates.)

The following are some of the rates actually charged:—

Melbourne to	No. OF Miles.	SINGLE.			RETURN.			HORSES.			CARRIAGES.	
		1st class.	2nd class.	3rd class.	1st class.	2nd class.	3rd class.	Single.	Pair.	Three.	2-wheel.	4-wheel.
Sunbury.....	24	7/6	5/6	..	11/6	8/6	..	24/0	44/0	60/0	24/0	30/0
Williamstown ..	9½	1/6	1/3	..	2/6	2/0	..	10/0	18/2	25/0	10/0	12/6
Werribee	20½	7/0	5/0	3/0	11/0	7/6	5/0	..	..	..	..	..
Geelong.....	46	12/6	10/0	6/0	21/0	16/0	10/0	20/0	35/0	50/0	30/0	30/0
Sandridge.....	2½	1/0	0/9	..	1/6	1/3	..	..	..	..	..	..
St. Kilda	4	1/0	0/9	..	1/6	1/3	..	..	..	..	..	..

The

* Until about a month ago the fare to Windsor was only 3s., and until about six months ago the fare to Penrith was 5s., it was then lowered, owing to competition, to 3s.; and I am informed that the rival coaches will now carry passengers for anything they will give.

† Since purchased by Government, under Act 19 Vic., No. 15, and being constructed under Act 21 Vic., No. 35.

It will be seen, therefore, that the Victoria fares are not arranged on a fixed mileage rate, but vary with local circumstances and competition; but they are generally in excess of those charged here.

The charge for Season Tickets is as follows:—

	Miles.	1st class...	Monthly.	2nd class, 40s.
Melbourne to Williamstown...	9 $\frac{1}{4}$	50s.		
„ Footscray	3 $\frac{3}{4}$	30s.	„	22s. 6d.
„ Sandridge	2 $\frac{1}{2}$	30s.	„	25s.
„ St. Kilda	4	30s.	„	25s.

Half-yearly, £8; yearly, £15; 1st. class only.

In this Colony the following changes were made in May, 1858, in the issue of Season Tickets—the 2nd class was done away with, and the rates for the 1st and 3rd class doubled, making the former 1 $\frac{1}{2}$ d. and the latter 1d. per mile, or about one-half the ordinary rates.* These rates were made subject to the following reductions:—

For 2 persons, being <i>bond fide</i> members of one family, a reduction of 25 per cent.			
„ 3	„	40	„
„ 4 or more persons	„	50	„ †

And as at the same time complaints were received that the system of quarterly tickets pressed heavily on persons having children at school, monthly tickets were issued in place of quarterly.

The number of season ticket holders, and the receipts for season tickets, during the year 1858, and the half-year of 1859, will be found in Table 7 of this Appendix.

In 1857 the following were the Goods Rates and Regulations:—

“ Goods Rates.

CLASS 1. @ 3d. $\frac{1}{2}$ ton $\frac{1}{2}$ mile.	CLASS 2. @ 4d. $\frac{1}{2}$ ton $\frac{1}{2}$ mile.	CLASS 3. @ 6d. $\frac{1}{2}$ ton $\frac{1}{2}$ mile.	CLASS 4. @ 9d. $\frac{1}{2}$ ton $\frac{1}{2}$ mile.
Firewood, stone, sand, posts, rails, spokes, treenails, and split timber generally, and coals.	Timber in logs and sawn in boards, scantling, naves, and felloes, and wrought and cast iron, brass, copper, tin, lead, machinery, bricks, slates, lime, cement, shingles, hides, tallow, hay, straw, salt.	Flour, grain of all kinds, potatoes, leather, wine, beer and vinegar in wood, ironmongery, wool, furniture, carpentry, paint, oil, fresh meat, earthenware, glass, raw sugar, soap, tobacco in tierces.	Groceries,* wine and beer in bottle, saddlery, dairy produce, vegetables, fish, butter and milk, &c., drapery, haberdashery.

“ All goods from 1 cwt. to 5 cwt. will be charged as quarter of a ton; from 5 cwt. to 10 cwt. as half a ton; 10 cwt. to 15 cwt. as three-quarters of a ton; and from 15 cwt. to 20 cwt. as one ton; and in the same proportion for all larger quantities, charging for the nearest quarter of a ton over the net quantity.

“ Saddlery, drapery, &c., firewood, timber, carpentry, and furniture, will be charged by measurement of 40 cubic feet to the ton; all other goods will be charged by weight.

“ *N. B.*—*Aquafortis*, *oil of vitriol*, *gunpowder*, or other goods which, in the judgment of those having care of the line, are of a dangerous nature, must be distinctly marked on the outside of the package containing the same, or otherwise notice given in writing to the book-keeper or other servant of the Railway with whom the same may be left at the time of sending. On all such goods an additional charge of 100 per cent. will be added to the usual rates of the highest class. On *musical instruments*, and other goods requiring great care and space, an additional charge of 50 per cent. will be made to the highest class. Loose hay or straw will not be carried under any circumstances.

“ Special monthly agreements will be entered into with parties willing to send regular loading, and a discount will be allowed on the above rates as follows:—

25 tons and under 100 tons per month	10 per cent.
100 tons and under 150	15 „
150 tons and upwards	20 „

These remained unaltered till the 1st of March, 1858, with the exception contained in the following note:—

“ No credit will in future be given except under special arrangements with the Commissioners, and no rebate or deduction from the authorised rates per mile will, in any case, be allowed.”

The

* With very few exceptions, Season Ticket Holders travel 3rd class.

† Making the 3rd class rate $\frac{2}{3}$ d., and $\frac{1}{2}$ of a penny per mile. These rates speak for themselves, but it may prove advantageous still to decrease them in some proportion to the mileage travelled beyond a certain distance.

The reason for this alteration was chiefly to prevent the possibility of parties intercepting traffic coming to the Railway from various sources, and consigning it in their own names, and so obtaining the per centage commission, to the detriment of the public revenue.

In March, 1858, the four classes were reduced to two, in consequence of representations that the former number made the rates too complex, especially for the carriers. The following then became the rates and regulations for goods traffic:—

“GOODS BRANCH.

“TRAFFIC DEPARTMENT.

“GREAT NORTHERN AND SOUTHERN RAILWAYS

“Notice is hereby given, that on and after the 1st March next, all goods not specially excepted, will be divided into *two* in place of *four* classes, and will be carried at the following rates:—

Class 1.

@ 3d. per ton per mile.

“2. Firewood, stone, sand, posts, rails, spokes, treenails, and split timber generally, coals, timber in log (under 15 feet in length) and sawn in boards, scantling, naves and felloes, mineral ores, bricks, slates, shingles, hides and skins (wet,) manure, iron, pig and bar, metals (unwrought,) pressed hay and straw.

Class 2.

@ 6d. per ton per mile.

“3. Flour, grain of all kinds, potatoes, leather, ironmongery, wool, carpentry, paint, oil, earthenware and glass (owner's risk,) sugar, soap, tobacco, wine, beer and vinegar in wood or in bottle (owner's risk,) machinery, lime, cement, hides and skins (dried,) tallow, salt, groceries, fish (dried,) drapery, haberdashery, millinery, saddlery, bonnets or hats (in cases,) and all other articles not specially excepted.

GENERAL REGULATIONS.

“4. Goods in the 1st class will be conveyed in open wagons, and must be loaded and unloaded by and at the risk and expense of the owners. Loose hay and straw will not be carried under any circumstances. If any delay occur in the loading or unloading, or if parties prefer it, the Railway servants will load or unload, and the goods will be charged at the rate of 4d. per ton per mile instead of 3d.

“5. On musical instruments, furniture, or other articles requiring unusual space or care, as drapery, haberdashery, millinery, saddlery, bonnets or hats *when packed in crates*, a charge of 50 per cent will be made in addition to the 2nd class rate.

“6. *Aqua fortis, oil of vitriol, and other acids, lucifer matches, gunpowder*, or other goods which in the judgment of those having charge of the line are of a dangerous nature, must be distinctly marked by the senders on the outside of the package containing the same, or notice given of the nature of the goods in writing to the goods clerk, and such goods will only be taken at the option of the Commissioners; on all such goods an additional charge of 100 per cent will be made to the 2nd class rate.

“7. Bullion, coin, clocks and watches, glass mirrors, paintings, prints, picture frames, jewellery, plate or plated articles, and similar valuable property, will only be conveyed at parcels rates or under special agreement; and due notice of the nature and value of such articles when sent must be given to the Commissioners.

“8. Articles of an unusual size or weight, as heavy machinery, timber in log (over 15 feet in length), and such like, or light articles occupying unusual space, will be charged 50 per cent in addition to the rate of the class under which articles of a similar nature, but of ordinary size or weight, would be carried.

“9. Fresh meat or fish, poultry, alive or dead, dairy produce, as butter and milk, eggs, fruit, vegetables, and other perishable articles, will be conveyed, when practicable, by the next train, passenger or otherwise, leaving after their receipt at a station, at a charge of 50 per cent in addition to the second class rate, and in all cases at the owner's risk; and if not removed from the Railway premises, will be thrown away should they become offensive.

“10. The Commissioners reserve to themselves the option of taking goods by weight or by measurement, at the rate of 40 cubic feet to the ton.

“11. Under no circumstances will the charge for the conveyance of goods for *short* distances be less than 1s. 6d. per ton for the first class, and 3s. per ton for the second class, and rateably for any proportionate part of a ton, the lowest charge however for any quantity being 1s.

“12. The Commissioners will not be liable for any damage or breakage of goods conveyed under the first class rates, whether loaded or unloaded by the senders or by the Railway servants, nor for damage to, loss of, or injury to any of the articles enumerated above to be conveyed at the owner's risk, nor for any goods that may not be delivered, or may be misdelivered in consequence of the same not being properly directed; nor for damage to, loss of, or injury to any goods in consequence of the same being improperly packed, or of leakage, fermentation, or accidental fire; nor will the Commissioners hold themselves liable for the safety of such valuable articles as are enumerated in clause 7, unless an insurance rate of 1 per cent. upon the declared value of such articles be paid in addition to the charge for conveyance.

“13.

" 13. Receipts will be given for all goods sent to be carried by Railway, and will be required on the goods being delivered up.

" 14. Merchants or other parties sending or receiving regular loading may have a monthly account if sanctioned by the Commissioners on application, otherwise no credit can be allowed, but all goods and parcels must be paid for either previously to or at the time of delivery, and if payment be refused the charge for storage or re-delivery must be defrayed in addition to the former charges, and in such case the Commissioners will not be responsible for any loss or damage, from whatever cause arising.

" 15. No goods business will be transacted on Sundays, Christmas Day, or Good Friday.

" 16 All goods will be charged by the cwt. only, instead of by the quarter of a ton, as at present.

" 17. For further information connected with the conveyance, collection, and delivery of goods, the public are referred to the advertisements inserted in the daily papers on the 28th December, 1857, to Cook's Railway Guide, and to the notices posted at all Railway Stations."

From a comparison of these two tables it will be seen that the following articles were transferred from the second class at 4d. per ton per mile to the first class at 3d. per ton, per mile:—Timber in log (under 15 feet in length) and sawn in boards, scantling, naves, and felloes, mineral ores, bricks, slates, and shingles, hides (wet), metals (unwrought), and pressed hay and straw. The object of this was to give parties, having heavy loading, the option of employing their own agents to load. A charge for loading or unloading of 1d. per ton per mile in addition to the 1st class rate was made, if performed by the Railway servants. Lime, cement, tallow, and salt, were placed in the higher rate of 6d. per ton per mile. Groceries, wine, and beer, fish (dried), drapery, haberdashery, millinery, saddlery, bonnets, or hats (in cases), were transferred from the 4th class of 9d. per ton per mile to 6d. On articles requiring unusual space or care the rate was reduced to 9d. per ton per mile from 13½d.

Poultry, dairy produce, fresh fish, fruit, and other perishable articles remain unaltered at 9d. per ton per mile, and fresh meat, being of a similar character, was transferred to this class from that of 6d. per ton per mile.

At the same time a reduction was made, which to a great extent, compensated to any persons concerned for the abolition of the monthly discount which existed in 1857, and which made that advantage general; viz., the charging for goods by the cwt. in lieu of by the quarter ton.

It will be seen, therefore, that while the goods rates were at this time simplified they were in numerous instances also reduced.

The further information alluded to in clause 17 of the regulations of the 1st March, was as follows:—

" GOODS DEPARTMENT.

" GREAT SOUTHERN RAILWAY.

" COLLECTION AND DELIVERY OF GOODS.

" 1. The Commissioners for Railways being desirous of affording the public every facility for the transport of goods by Railway, have made arrangements for the delivery and collection of goods and parcels on and after the 1st January next.

" 2. All goods or parcels transmitted from any part of the country to any station on the Great Southern Railway will, unless the same are specially marked "To be left till called for," be forwarded by the Traffic Manager, and delivered at the stores or offices of the consignees in Sydney within twenty-four hours after receipt at any station.

" 3. All goods to be transmitted by rail from Sydney for any part of the country will be collected at the premises of the consignors in Sydney within twenty-four hours after the receipt of an application in writing, addressed to C. J. Nealds, Esq., Traffic Manager, at any of the following addresses:—

Railway Department, Phillip-street;
The Station, Redfern;
Mr. Penfold, Tobacconist, 297, George-street;
Toogood's Rainbow Tavern, corner of King and Pitt-streets;
The Star Hotel, opposite the Exchange;
Bath's Hotel, corner of Bridge and George-streets;
Bransgrove's Great Britain Hotel, George-street;
Edinburgh Castle Hotel, corner of Pitt and Bathurst-streets;

" 4. All goods thus collected will be forwarded to Liverpool, or such other station as they may be addressed to, by the next goods train, and delivered, upon application, to carriers, or others, according to the directions of the senders; and all carrier drays will be loaded up by the Railway servants under the direction of the Traffic Manager, without any extra charge.

" 5. Upon the delivery of any goods by the Railway servants, a receipt will invariably be taken, as a discharge to the Commissioners.

" 6. It is supposed that as a rule carriers will continue to arrange with merchants and others for their return loading as at present; but the Traffic Manager will arrange with all carriers or other parties sending loading, for the return loading upon being requested to do so.

" 7. No charge whatever will be made for commission or agency.

" 8.

" 8. One charge only will be made, payable upon the receipt or the delivery of the goods to whomsoever consigned, and will consist of the authorised Railway charge, and a cartage charge for collection and delivery in Sydney, on the following scale :—

Goods over 1 cwt. and up to 5 cwt.....	1s. 6d.
" 5 cwt. " 10 cwt.....	2s. 6d.
" 10 cwt. " 15 cwt.....	3s. 0d.
" 15 cwt. " 20 cwt.....	4s. 0d.

and 2½d. per cwt. for every cwt. over 1 ton.

" 9. Thus the entire charge upon a ton of goods of the 3rd class, delivered at any merchant's stores in Sydney from Liverpool (22 miles), would be :—

Railway charge	11s.
Delivery in Sydney—cartage	4s.
Payable on delivery	15s.

or for a ton of goods under the same class delivered at the Parramatta Station from Sydney (13½ miles) would be :—

Railway charge.....	6s. 9d.
Collections in Sydney—cartage	4s. 0d.
Payable on delivery	10s. 9d.

" 10. The charges upon all goods or parcels must be paid before they are delivered up : no credit will, in future, be given except under special arrangement with the Commissioners, and no rebate or deduction from the authorised rates per mile will in any case be allowed.

" 11. Parties desirous of sending parcels or packages up to 1 cwt. by rail from Sydney, to any station upon the line, may book the same at the following places and rates, exclusive of the Railway charges :—

Mr. Penfold's, 297 George-street ;
 The Star Hotel, opposite the Exchange ;
 Bath's Hotel, corner of Bridge and George streets ;
 Toogood's Rainbow Tavern, corner of King-street and Pitt-street ;
 Bransgrove's Great Britain Hotel, George-street ;
 Edinburgh Castle Hotel, corner of Pitt-street and Bathurst-street.

Charge for 56lbs. and under, 6d. each ; over 56lbs. and up to 112lbs., 1s. each.

Parcels and packages carried by rail to the station at Redfern will also be delivered at the residences of parties to whom they are addressed in Sydney on the same terms.

All charges on packages and parcels must be paid on delivery.

" 12. It is to be distinctly understood that nothing in these arrangements is intended to hinder any parties from sending goods or parcels to the Railway by their own or hired vehicles, or removing them from it ; but all perishable articles, or articles marked " To be left till called for," will be retained at the risk of the owners ; and all goods whatsoever not removed within forty-eight hours after arrival per train will be liable to charges for storage at the rate of threepence per package per day, or one shilling per ton per day, at the option of the Commissioners.

" 13. The Commissioners will not be responsible for the safety of goods, without they are properly directed and packed ; and every consignment of goods should be accompanied by a consignment or forwarding note, signed by the sender or senders.

" 14. All goods intended to be sent per Railway must be delivered to the clerk of the Goods Department between the hours of 6 a. m. and 6 p. m.

" 15. The Railway servants are prohibited from receiving any gratuities, under pain of dismissal.

" 16. It is requested that any irregularity may be immediately noticed to the Chief Commissioner for Railways, Sydney, or to the Traffic Manager, Railway Department, Sydney."*

This system has ever since been carried out by the present Traffic Manager, one of whose duties also it is to exert himself in every way to procure loading ; and nearly one-half of whose income depends on the net receipts of the Railway.

The following alterations and reductions have since been made by His Excellency the Governor General and Executive Council, and have been in force from the 1st January last.

Coals, stone, sand, mineral ores, bricks, pig and bar iron, and unwrought metals, can be conveyed in owners' trucks at 2d. per ton per mile.

The charge for loading and unloading goods carried at the rate of 3d. per ton per mile, is fixed at 6d. per ton for loading or unloading, in place of 1d. per ton per mile. The rate for salt is altered from 6d. per ton per mile to 3d. The rate for carriage of articles of a dangerous nature is increased from 1s. to 1s. 6d. per ton per mile.

The minimum charge is reduced from 3s. per ton (for goods carried at 6d per ton per mile) to 2s.

These various reductions have seriously affected the proportion borne by the receipts to the tonnage carried.

It will be seen that since 1857 the tendency throughout has been to reduce the rates, and to facilitate the conveyance of goods by railway.

The

* By the Regulations published under the Government Railway Act of 1858, the charge for storage is reduced to 2d. per package, and the hours during which goods will be received to between 6 a.m. and 5 p.m., in place of 6 p.m. In other respects, except verbal alterations, the Regulations remain unchanged.

The present general rates are 2d., 3d., and 6d., per ton per mile, and 9d. for perishable articles

In Victoria the following are the rates :—

Melbourne to Footscray, 5s., or 1s. 4d., per ton per mile.

„ Williamston 6s., or about 7½d. „

Goods classed all round.

Melbourne and Sunbury Line—1st class, 8d ; 2nd class, 7d. ; 3rd class 6d. per ton, per mile.

Melbourne to Sandridge (Melbourne and Hobson's Bay Company) miles 2½—general cargo, 6s. per ton, or nearly 2s. 5d. per ton per mile ; sugar, 7s. per ton, or nearly 2s. 9½d. per ton, per mile. Dead weight as per agreement.

This Company declared a dividend for the half-year ending 30 April last at the usual rate of 14 per cent. per annum, leaving a surplus to be carried to the reserve fund of £2,112 13s. 9d. It carried during the half-year between Melbourne, Sandridge, St. Kilda, and Emerald Hill, 890,163 passengers, 69,080 tons of goods, and earned £45,343 19s. 4d. Its mileage rates have already been stated.

It is by the attentive study of such facts and data as have now been submitted that safe decisions can be arrived at as to the rates that should be charged in this Colony. I am unable myself to see that they would justify any reduction in the rates beyond those named in the body of my Report.

I have purposely avoided introducing the consideration of the rates in force in Europe and America, as I referred to those in England in my last Report, and as the length of the lines opened, and the difference in the price of labor, render any comparisons of less value than those made with the sister Colony of Victoria.

Paper No. 4.

REPORT to the Honorable the Secretary for Lands and Public Works, by Captain Martindale, R. E., Commissioner for Internal Communication, on the proposition submitted by Mr. Francis Gisborne, for the establishment of Telegraphic Communication between Europe and Australia.

*Department of Internal Communication,
16 September, 1859.*

Sir,

The advantages to be derived from the possession of the fullest and most rapid means of communication between Europe, the East, and Australia, whether in times of peace or war, are too apparent to require enumeration, and their importance is enhanced by the present disturbed state of Europe and the probabilities of the future. It is natural, therefore, that any project for the establishment of through Telegraphic Communication, should be welcomed with general interest and satisfaction, and excite an earnest feeling for its success.

The proposition to effect this object, now submitted by Mr. Gisborne on behalf of the promoters of the Australian Telegraph, is as follows :—

“ A submarine line to be laid from Moreton Bay to Banjoewangi (E. Java), the estimated cost being £720,000, and the capital to be raised not to exceed £800,000.* ”

“ The line to be constructed, held, and worked either by the several Colonial Governments, as their joint property, or by a company to be formed † ”

In the former case the different Governments would, of course, by their accredited agent or agents, make their own arrangements.

In the latter case Mr. Gisborne proposes that a subsidy should be given to the Company by each Government, or a guarantee of 6 per cent. interest on the outlay for 50 years, on the basis of the 4½ per cent. guarantee of Her Majesty's Government to the Red Sea and India Telegraph Company, the Shareholders to receive full interest on the amount of capital from time to time paid up during the period of the line being in course of construction, which is estimated at eighteen months, and subsequently, the difference between the net receipts and 6 per cent. ; the basis of the postal subsidy to be adopted in apportioning the liability of each Colony.

For the construction and working of the line I should prefer the agency of a company to the joint action of the several Colonial Governments.

No great force appears to exist in the objection that a company is not yet formed ; it may be assumed that such a guarantee can be given as would ensure the formation of a suitable company.

I should prefer also to guarantee a fixed rate of interest rather than to give a subsidy, but the proposed guarantee is such as, in my opinion, should not be assented to.

In the first place, it assumes that Telegraphic Communication with the Mother Country, by way of India, would benefit Australia alone, whereas the Home Government have throughout recognized § that the execution of such a scheme would confer the greatest

* Letter from Mr. Gisborne to the Honorable Charles Cowper, Esq., dated 8th August, 1859. Letter from Mr. Gisborne to His Excellency Sir W. Denison, dated 6th July, 1859.

† Letter of Mr. Gisborne of 6th, above referred to.

‡ Clause 6.—Schedule to Red Sea and India Telegraph Act, 1859, 22 Vic., Session 1859.

§ Letters from Mr. Merivale to Sir G. Clerk, dated 8th April, 1858, and from the Earl of Carnarvon to Sir W. Denison, dated 2nd May, 1859.

greatest benefit on the Empire as well as on the Australian Colonies. Whatever, therefore, be the guarantee given, I submit that the liability should be shared, at least, equally, by the Imperial Government.

In the second place, the guarantee asked is contrary to one of the two great principles *named by the Home Government, as having been after considerable recent discussion at length acquiesced in and adopted generally, and as being those on which Her Majesty's Government are prepared to act in cases of a character similar to the present, viz.,—to provide that any guarantee of interest should only take effect after the lines are in working order, and for so long only as they continue to remain in that condition.

In the third place, the rate of interest (6 per cent.) asked, if it is to be guaranteed on the outlay during the construction, and subsequently, whether the line be in working order or not, is excessive.

Provided, however, that the Imperial Government will adopt one-half of the entire liability, and that the guarantee take effect only while the line is in working order, I should feel no hesitation in recommending that interest should be guaranteed at the rate of six per cent., and that this Colony should take its share of such liability on the basis of the postal subsidy.†

The interest should, however, be paid only on the actual outlay, the probable amount of which is, I think, over estimated by Mr. Gisborne. The entire capital upon which interest should be guaranteed should not, in my opinion, be more than £650,000, or at the outside £700,000, so that the liability of this Colony would, under the arrangements proposed, not exceed £4,775 per annum.‡

In estimating this outlay, I have among other matter assumed that the submarine portion of the line would not be brought further south than Port Curtis; first, because there is no valid reason why the cheaper land line should not be adopted thus far to the north; and, secondly, because, if I am correctly informed, the influence of the barrier reef is not sufficient to protect the coast south of Port Curtis from heavy swells calculated to injure or destroy the cable.

Whether the land line should be extended from Port Curtis to the south of the Gulf of Carpentaria is worthy also of consideration.

From Gladstone (Port Curtis) a practicable route could probably be found by following up the Rivers Burdekin, Lynd, and Mitchell, falling into the gulf near the fifteenth parallel, and running as far as 18° south latitude within 120 miles of the eastern coast, which is indented with convenient bays and harbours for landing materials.

The main advantages of this line would be the opening up of so much new country; for, as it would be necessary to take unusual precautions to secure the line from fire and injury, and also to build posts at short intervals, and to maintain a force for its protection from destruction by the natives, the cost of construction and maintenance would be proportionately heavy; while it is possible that the Governments not directly concerned in developing north-eastern Australia might either prefer a different land line, (supposing one to be practicable) or might consider that the entire expense of that adopted should be borne by the Colonies more immediately interested in it.

The most ready plan, and that which appears most likely to commend itself generally, is the submarine line from Port Curtis to Java.

For this service Mr. Gisborne proposes that a cable should be laid, at the risk of the contractor§ similar—with the exception of the weight being increased from 21 to 22 cwt. per nautical mile—to that manufactured for the Red Sea and India Telegraph Company, and which is now working successfully between Suez and Aden.

From an examination of the charts there appears no reason to doubt that such a cable could be laid and worked successfully. The soundings along the proposed route will not, as a rule, exceed 40 or 50 fathoms; the bottom is shewn as soft sand and mud, and the sea is said to be naturally calm.

From Banjoewangi (E. Java) to Batavia (W. Java) a land line exists, and the Netherlands Government has contracted for a submarine line, to be completed this year, to Singapore, and has undertaken to grant such terms, either to the Governments concerned or to a company, as are sufficient to ensure telegraphic communication through its territory.||

The Secretary of State for India in Council was, in April last, in communication with the Lords Commissioners of Her Majesty's Treasury, upon the measures which should be taken for constructing the line from Singapore to Pegue; and it may be anticipated that this link in the telegraphic chain will be early supplied.¶

From Pegue to Kurrachee, and from Aden to Alexandria, there are existing lines. Between Kurrachee and Aden the cable, which is manufactured, is to be laid this year; over this entire length Her Majesty's Government exercise control; and the necessary concessions for

* The other being "to grant no exclusive privileges"—letter from the Earl of Carnarvan to Sir W. Denison, 2 May, 1859.

† Mr. Gisborne suggests that, with the view of simplifying the necessary arrangements, the entire amount to be paid by the Colonies should be guaranteed by Victoria and New South Wales only; they obtaining from the other Colonies their respective contributions.

‡ Instead of £9,504 as suggested by Mr. Gisborne in his letter of 8th August, above referred to.

§ Letter to Sir W. Denison, of 6 July, above referred to, and Estimate for Cable.

|| Conditions on which the British Government granted permission to the Netherlands Government to land a submarine cable, and to establish and administer a station at Singapore; and letter from the Minister for the Colonies, dated the Hague, 19 March, 1859. See Appendix.

¶ Letter from Mr. Dickinson to Sir G. Clerk, dated 14 July, 1858, and from Mr. Melvill to Mr. Gisborne, dated 7 April, 1859.

for the protection and working of the lines have been obtained from the Turkish and Egyptian Governments, where they pass through their territories.*

Between England and Alexandria the arrangements are both more complicated and not so complete. Between England and the Continent the lines belong to private companies. On the Continent and in Turkey they are in the hands of the State. Throughout Germany a Telegraphic Convention exists, fixing the charges, order of precedence, &c.; and there are similar conventions between France, Belgium, Prussia, and Switzerland. From these England is in every case excluded, except that, as I am informed, an arrangement exists by which her official messages can be sent in cypher, and have precedence over private messages; these latter, I presume, are under the protection of the State who first receives them.

At any rate, from England to Constantinople, and thence *via* the Dardanelles and Khio, continuous telegraphic lines exist; those from the Dardanelles to Candia and Egypt being held by an English Company; between Alexandria and Candia, however, the line has been twice lost, but it may be anticipated that the attempt will again be made to lay it.

Negotiations have also been in progress for some years past for a line from Ragusa *via* Corfu, and perhaps Candia, to Alexandria; and the Turkish Government at one time determined to undertake a line from Scutari to the Tigris, and *via* Bagdad to the Persian Gulf, but I believe the project is at a stand.

A very probable future line is one running from England *via* Gibraltar, Malta, Corfu, and Candia, to Alexandria; the first portion to Gibraltar is to be laid next spring, and, looking to the vast importance to the empire of uncontrolled telegraphic communication, it may fairly be presumed the remainder will follow.

Under existing circumstances, however, it does not appear desirable that this Colony should give any guarantee, except upon condition of satisfactory arrangements being first made for the due transmission of its messages, at rates and in an order of precedence to be agreed upon by the Home Government, the Governments of these Colonies, and the representatives of *all* the lines along which they would pass.

There is, however, no reason why such arrangements should not be made; the concessions given by the Netherlands, Turkish, and Egyptian Governments, and the terms contained in the agreement made between the Lords Commissioners of Her Majesty's Treasury and the Red Sea and India Telegraph Company, already referred to, being taken as a guide.

The basis for negotiations with Mr. Gisborne would therefore be somewhat as follows:—

The Government of New South Wales and Queensland (if concurrent) to continue the Australian land system to Port Curtis.

A company to be formed for the construction of a submarine line to place Australia in telegraphic communication with England—but to have no exclusive privileges.

The company to be formed within six months after an agreement for its formation shall have been entered into between the several Governments concerned and Mr. Gisborne acting for the promoters thereof.

The work to be undertaken by the company to be the laying down of a line of Electric Telegraph from Port Curtis to Banjoewangi.

The construction and laying down of the said line to be commenced immediately upon the formation of the company, and to be completed, and the line open for use, within two years.

The company to enter into a contract for the construction and laying down of the said line with contractors of high position and extensive experience in telegraphic operations; whereby the said contractors shall bind themselves to construct and lay down the said line from Port Curtis to Banjoewangi for a fixed sum, at their own risk and upon their own responsibility; and to hand over the line to the company in efficient working order within the said period of two years.

The company themselves efficiently to work the line for the transmission and delivery of messages.

All messages from or to Her Majesty or other Sovereign, or on public service, whether transmitted by the Home, Colonial, or Foreign Governments, to have priority over private messages; and if received from different Governments simultaneously to be dispatched alternately, the rates and charges to be paid thereon to be the same as those for private messages.

Private messages to be transmitted in the order in which they are received, and to be paid for at rates to be agreed upon between the several Governments concerned and the company.

The Imperial Government to guarantee during the period of fifty years one moiety, and the Colonial Governments the other moiety, of such sum as shall be sufficient to provide that the net receipts available for dividend upon each half-yearly statement of accounts, shall after payment of working expenses, be equal to interest at the rate of 6 per cent. per annum, upon the amount of outlay: Provided that the said outlay shall not exceed the sum of seven hundred thousand pounds, and that the said guarantee of interest shall be held only to take effect after the line is in working order, and for so long as it continues to remain in such order, and only to supplement the net receipts so far as to provide that the half-yearly dividend shall be at the rate of 6 per cent. per annum upon the outlay.

The Government of New South Wales to be liable, upon the above conditions, for the half-yearly payment of interest at the rate of 6 per cent. per annum, on any sum not exceeding 22 $\frac{1}{3}$ of £350,000.

All

* Concession granted to Mr. Gisborne by the Egyptian Government, and Agreement for the Establishment of the Telegraph Stations of the Red Sea Submarine Line.

All amounts paid by the several Governments under the above guarantee, to be a charge upon the company, to be paid out of future surplus profits, as hereinafter provided.

The company to keep proper and accurate accounts of capital and revenue expenditure, and of all moneys received for the working of the line; and all reasonable means to be furnished to the representatives of the several Governments interested to examine into and verify the correctness of such accounts.

The working expenses to include management, and to be paid in the first instance out of gross receipts, and should these be insufficient, then out of the reserve fund hereafter mentioned, or, failing that, out of the capital of the company.

If upon any half-year during, or after, the said fifty years, the net receipts shall be more than sufficient to pay a dividend at the rate of 6 per cent. per annum upon the outlay, the surplus shall be applied as follows:—

- (a) One-third to repay any debt due for payments made by the several Governments under their guarantee, in proportion to their payments; one-third towards a reserve fund not to exceed 10 per cent. of the outlay; one-third to increase the dividend to 10 per cent. per annum upon the outlay.
- (b) If there be no debt, two-thirds to be applied to increase the dividend to 10 per cent., and the remaining third, and any portion of the two-thirds not required so to increase the dividend, towards the reserve fund.
- (c) If the reserve fund be completed the dividend to be made up to 10 per cent., and any surplus remaining to be applied, either in reduction of the rates and charges, in the creation of a fund for the redemption of the Government guarantee, or, as shall be agreed upon by the several Governments interested.

The reserve fund to be applied, as occasion may require, for such purposes of restoration and construction as are not justly chargeable to working expenses, and if the reserve fund be not sufficient for these purposes they shall be paid out of the capital of the company.

The reserve fund, if reduced by any such payments, to be made good in the same manner as upon its original formation, and to be invested and the interest carried to revenue receipts.

In case the line from Port Curtis to Brujoewangi should not be laid and at work within the period specified, any agreement made to become null and void.

In case the company, during the said period of 50 years after the line is opened for work, fail to reinstate or restore, as occasion require, or efficiently to work the said line, the said company shall, on demand being made by the Governments interested, transfer to their agents, after six months notice, all their telegraph lines, works, instruments, and machinery, together with all their rights and privileges, on terms similar to those made between Her Majesty's Government and the Red Sea and India Telegraph Company.

The several Governments interested to be entitled to appoint agents to represent them in the Board of Directors, and to remove the same and appoint others in their stead, and such representatives shall possess all the powers and perform all the duties assigned to the *ex officio* directors, under the Red Sea and India Telegraph Company Act, and in addition, shall have the right to initiate and lay before the Board such measures as appear to them necessary; and in cases of difference of opinion between such representatives they shall vote among themselves, and act in accordance with the decision of the majority.

The Board of Directors shall sit either in London or in one or other of the Colonies, or the Board of Directors shall sit in London and a local Board in one or other of the Colonies, as may be agreed upon.

Any Government or the company shall have the right to establish a station on payment of the cost of so doing, and on giving a guarantee to cover its working expenses.

In case one wire should be found insufficient for the purposes of communication, the company shall lay down an additional wire or wires on terms similar to those now proposed.

The Governor in and over any of the Australian Colonies may, in case of necessity, take possession of the stations of the said telegraph line within such Colony, under provisions similar to those contained in the Red Sea and India Telegraph Act.

The provisions of that Act* would apply generally to the line now contemplated, and it might form the basis for the Imperial and Colonial Acts required for its construction and working.

I have been unable to obtain any reliable information as to the probable tariff for messages, but I apprehend that the important results to be derived from such rapid communication would altogether outweigh the expense of the transmission of messages, and that the line would be freely used.

I have given some consideration to the probable amount of working expenses, but until the length and character of the line, and the number, position, and character of its stations are decided, no estimate sufficiently accurate to record can be given.

My attention has also been turned to the other lines that have been projected for connecting Australia by telegraph with England and the East; these are,—

From Ceylon to Western Australia *via* Keeling's Island, and thence overland, or by a submarine line, to Adelaide.

From Java to Adelaide *via* Western Australia.

From Coepang (Timor) to Cambridge Gulf, and across the Continent to Adelaide.

The

* The copy of the Act attached is as "amended in Committee,"—not as finally passed, but I am informed there is little or no difference between them.

The Superintendent of Electric Telegraphs* in Victoria at one time preferred the first of these routes, but I believe he has since seen cause to modify that opinion, and to agree with the Superintendent of South Australia† in favor of that proposed by Mr. Gisborne. I concur in thinking it the best route yet proposed.

Should Mr. Gisborne, therefore, be disposed to enter into arrangements on the terms above stated, I submit that the risk entailed upon this Colony by the guarantee will be so trifling, as compared with the advantages to be derived from the proposed work if successfully carried out, that, under the sanction of Parliament, negotiations should at once be entered into with the Home Government, the neighbouring Colonies, and Mr. Gisborne, for its execution, and that a pledge should be given that this Colony will take its share of the guarantee on conditions such as those detailed in this Report.

I have, &c.,

THE HONORABLE THE SECRETARY
FOR LANDS AND PUBLIC WORKS,
&c., &c. &c.

B. H. MARTINDALE.

* Report by Mr. M'Gowan, dated 1 January, 1859.

† Report by Mr. Todd, dated 18 July, 1859.

NOTE:—The Letters and Papers referred to in this Report will be found in the Parliamentary Paper (85-A) entitled, "Telegraphic Communication with Europe." Presented to both Houses of Parliament by Command, on the 30 September, 1859.

1859.

NEW SOUTH WALES.

APPENDIX,

CONTAINING THE TABLES REFERRED TO IN THE

THIRD REPORT

TO

The Honorable the Secretary for Lands and Public Works,

ON THE

INTERNAL COMMUNICATION OF NEW SOUTH WALES,

BY

CAPTAIN MARTINDALE, ROYAL ENGINEERS.
COMMISSIONER FOR INTERNAL COMMUNICATION,
AS. INS. C. E., MEM. INS. M. E.

Presented to both Houses of Parliament by Command.



SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1859.

APPENDIX TO CAPTAIN MARTINDALE'S THIRD REPORT

TABLE I.

ABSTRACT of the CAPITAL ACCOUNT of the GREAT SOUTHERN, WESTERN,

	LIVERPOOL	CAMPBELLTOWN.	MENANGLE.	PICTON.	ROLLING STOCK, SOUTH.	STORES, SOUTH.
Balance, 1 January, 1858	701,013 19 9	21,736 11 1	.....	.....	56,718 4 1	28,590 5 1
Construction .. .. .	.....	24,868 2 5	.....	.....	.....	.....
Permanent Way .. { 20,589 1 7 } { 18,111 13 0 }	.....	33,700 14 7	.....	.....	.....	.....
Rolling Stock .. .. .	.....	.....	.....	.....	7,697 15 3	.....
Compensation and Contingencies	6,695 7 11	37 16 0	.....	.....	.....	.....
Engineering .. .. .	.....	331 14 0	92 10 6	1 10 0	.....	.....
General Expenditure.. .. .	.....	120 17 0	.....	.....	.....	.....
Stores .. .. .	.....	691 4 1	.....	.....	.....	.....
Relief to Sufferers by Accident	437 10 9	.....	.....	.....	.....	.....
Sidings and Incidental	1,564 7 7	.....	.....	.....	.....	.....
Works at Sydney Station	2,300 3 1	.....	.....	.....	.....	.....
Measuring Works to Parramatta	199 13 10	.....	.....	.....	.....	.....
Materials, Spare Fittings, &c.	712 7 4	.....	.....	.....	.....	.....
Repairs, Great Southern Railway	4,614 7 8	.....	.....	.....	.....	.....
New Store, Sydney Station	1,244 17 1	.....	.....	.....	.....	.....
Salaries.. .. .	3,751 9 8	.....	.....	.....	.....	.....
	722,534 4 8	86,486 19 2	92 10 6	1 10 0	64,415 19 4	28,590 5 1
1859 (to 30 June.)		722,534 4 8				
Balance, 1 January, 1859 .. .. .	.....	809,021 3 10	92 10 6	1 10 0	64,415 19 4	28,590 5 1
Construction .. .. .	.....	3,031 19 7	3,245 17 4	107 8 0	.....	.....
Permanent Way .. .. .	.....	335 18 0	413 4 3	22 11 8	.....	.....
Rolling Stock .. .. .	.....	.....	.....	.....	163 1 2	.....
Compensation and Incidentals .. .. .	.....	771 0 0	.....	.....	.....	.....
Engineering .. .. .	.....	10 6 1	234 5 0	314 3 10	.....	.....
General Expenditure and Salaries .. .. .	.....	1,492 1 9	.....	.....	.....	.....
Stores .. .. .	.....	25 18 8	211 6 8	3 12 7	.....	.....
Relief to Sufferers by Accident .. .. .	.....	5 0 0	.....	.....	.....	.....
Bridge at East Maitland .. .. .	.....	.....	.....	.....	.....	.....
Station at Haslem's Creek .. .. .	.....	16 13 3	.....	.....	.....	.....
Sidings and Unforeseen Expenses .. .. .	.....	896 6 1	.....	.....	.....	.....
Incidental Works, Sydney Station .. .. .	.....	774 6 4	.....	.....	.....	.....
Measuring Works to Parramatta .. .. .	.....	131 5 0	.....	.....	.....	.....
Materials, Spare Fittings, &c. .. .. .	.....	10 9 0	.....	.....	.....	.....
Newcastle Viaduct .. .. .	.....	.....	.....	.....	.....	.....
Repairs to Great Southern Railway .. .. .	.....	3,499 15 8	.....	.....	.....	.....
£ .. .. .	.....	820,072 3 3	4,197 3 9	449 6 1	64,579 0 6	28,590 5 1

ON INTERNAL COMMUNICATION.

TABLE I.

and NORTHERN RAILWAYS, shewing Total Expenditure to 30th June, 1859.

REMITTANCES TO AGENTS.	TOTAL, SOUTH.	GREAT WESTERN RAILWAY.	WEST MAITLAND.	SINGLETON.	ROLLING STOCK, NORTH.	STORES, NORTH.	TOTAL, NORTH.	GRAND TOTAL.
28,111 13 0	836,170 13 0	.....	274,727 9 6	.....	39,352 1 7	562 19 0	314,642 10 1	1,150,813 3 1
.....	24,868 2 5	4,611 13 9	48,982 11 0	1,477 15 5	.....	.....	50,460 6 5	79,940 2 7
18,111 13 0	20,589 1 7	889 11 6	3,487 1 8	143 0 9	.....	.....	3,630 2 5	25,108 15 6
.....	7,697 15 3	.....	.....	.....	226 3 3	.....	226 3 3	7,923 18 6
.....	6,733 3 11	.....	2,261 19 0	.....	.....	.....	2,261 19 0	8,995 2 11
.....	425 14 6	422 17 8	344 19 11	546 16 0	.....	.....	891 15 11	1,740 8 1
.....	120 17 0	8 18 9	182 5 8	.....	.....	.....	182 5 8	312 0 11
.....	691 4 1	1 18 7	512 3 11	13 10 6	.....	.....	525 14 5	1,218 17 1
.....	437 10 9	.....	.....	.....	.....	.....	.....	437 10 9
.....	1,564 7 7	.....	.....	.....	.....	.....	.....	1,564 7 7
.....	2,300 3 1	.....	.....	.....	.....	.....	.....	2,300 3 1
.....	199 13 10	.....	.....	.....	.....	.....	.....	199 13 10
.....	712 7 4	.....	.....	.....	.....	.....	.....	712 7 4
.....	4,614 7 8	.....	.....	.....	.....	.....	.....	4,614 7 8
.....	1,244 17 1	.....	.....	.....	.....	.....	.....	1,244 17 1
.....	3,751 9 8	.....	1,875 14 10	.....	.....	.....	1,875 14 10	5,627 4 6
10,000 0 0	912,121 8 9	5,934 19 9	332,374 5 6	2,181 2 8	39,578 4 10	562 19 0	374,696 12 0	1,292,753 0 6
10,000 0 0	912,121 8 9	5,934 19 9	332,374 5 6	2,181 2 8	39,578 4 10	562 19 0	374,696 12 0	1,292,753 0 6
.....	6,435 4 11	20,258 7 11	2,037 2 5	11,104 10 8	.....	.....	13,191 13 1	39,885 5 11
.....	771 13 11	102 4 1	1,594 12 6	1,075 1 1	.....	.....	2,669 13 7	3,543 11 7
.....	163 1 2	.....	.....	.....	130 12 10	.....	130 12 10	293 14 0
.....	771 0 0	.....	1,032 0 0	.....	.....	.....	1,032 0 0	1,803 0 0
.....	558 14 11	151 5 1	5 0 7	832 6 11	.....	.....	837 7 6	1,547 7 6
.....	1,492 1 9	.....	752 0 10	0 15 0	.....	.....	752 15 10	2,244 17 7
.....	240 17 11	6 12 6	11 5 6	78 16 4	.....	.....	90 1 10	337 12 3
.....	5 0 0	.....	.....	.....	.....	.....	.....	5 0 0
.....	.....	.....	305 13 11	.....	.....	.....	305 13 11	305 13 11
.....	16 13 3	.....	.....	.....	.....	.....	.....	16 13 3
.....	896 6 1	.....	.....	.....	.....	.....	.....	896 6 1
.....	774 6 4	.....	.....	.....	.....	.....	.....	774 6 11
.....	131 5 0	.....	.....	.....	.....	.....	.....	131 5 0
.....	10 9 0	.....	.....	.....	.....	.....	.....	10 9 0
.....	.....	.....	113 12 3	.....	.....	.....	113 12 3	113 12 3
.....	3,499 15 8	.....	.....	.....	.....	.....	.....	3,499 15 8
10,000 0 0	927,887 18 8	26,453 9 4	338,275 13 6	15,272 12 8	39,708 17 8	562 19 0	393,820 2 10	1,348,161 10 10

TABLE II.
GREAT SOUTHERN RAILWAY.

A STATEMENT, shewing the Numbers and Classes of Passengers, and the Weight of Goods carried; also, the Amount of Money received for the Conveyance of the same, and of Parcels, Horses, Carriages, and Dogs, as well as from other Miscellaneous sources;—for the several Months from the 1st January, 1858, to the 30th June, 1859.

MONTHS.	NUMBER OF PASSENGERS.				AMOUNT FOR PASSENGERS.	AMOUNT FOR PARCELS.	AMOUNT FOR HORSES, &c.	TONNAGE OF GOODS.	AMOUNT FOR GOODS.	RENTS AND MISCELLANEOUS RECEIPTS.	TOTALS.		
	Class 1.	Class 2.	Class 3.										
1858.													
January	1,985	2,782	27,565		2,885 7 2	35 18 11	196 10 0	Tons. cwt. qrs. lbs. 2,163 14 3 8	1,420 19 0	56 8 10	4,595 3 11		
February	1,352	1,947	24,106		2,388 13 8	51 9 7	150 17 8	2,173 8 0 14	1,160 8 0	64 6 4	3,805 15 3		
March	1,439	1,966	25,065		2,327 11 9	87 14 11	180 11 10	2,214 6 2 1	1,133 14 1	81 9 4	3,811 1 11		
	4,776	6,695	76,756		7,601 12 7	175 3 5	627 19 6	6,551 9 1 23	3,715 1 1	192 4 6	12,212 1 1		
April	1,672	2,419	24,732		2,349 3 8	67 0 3	157 18 3	1,993 15 2 2	920 7 10	264 17 4	3,759 7 4		
May	2,098	3,634	27,239		3,709 3 7	69 11 2	165 18 3	1,937 0 2 16	722 0 0	92 8 4	4,759 1 4		
June	1,897	2,448	22,753		3,238 8 4	93 5 11	187 3 2	2,479 11 2 11	1,333 15 9	389 0 11	5,241 14 1		
	5,667	8,501	74,724		9,296 15 7	229 17 4	510 19 8	6,410 7 3 1	2,976 3 7	746 6 7	13,760 2 9		
July	1,252	1,369	19,043		2,628 8 5	100 17 11	156 11 10	2,404 17 1 4	1,289 2 6	128 14 5	4,303 15 1		
August	1,416	1,310	19,276		2,661 9 4	95 18 3	178 0 6	2,489 9 1 25	1,032 3 8	76 2 7	4,043 14 4		
September *	Ordinary. 1,090	Return. 127½	Ordinary. 927	Return. 106	Ordinary. 16,327½	Return. 2,862	2,570 2 7	105 13 8	177 5 10	2,025 1 1 8	891 5 2	46 1 8	3,790 8 11
	3,758	127½	3,606	106	54,646½	2,862	7,860 0 4	302 9 10	511 18 2	6,919 8 0 9	3,212 11 4	250 18 8	12,137 18 4
October	910½	117½	897½	172½	16,300½	3,080	2,591 7 7	103 13 9	178 16 0	1,872 13 1 2	762 0 6	55 16 8	3,691 14 6
November	985	172½	989	151½	17,287½	3,377½	2,855 9 6	110 6 8	186 10 3	2,431 3 0 7	953 18 2	70 16 1	4,182 0 8
December	1,001½	168½	1,128½	302	19,982½	4,161	3,096 14 2	118 17 0	243 12 11	2,203 8 2 9	1,289 7 1	89 6 9	4,837 17 11
	2,897	458½	3,015	626	53,570½	10,618½	8,543 11 3	332 17 5	608 19 2	6,507 4 3 18	3,010 5 9	215 19 6	12,711 13 1
1859.†													
January	911½	330½	829½	305	13,556½	5,973	2,932 15 3	128 4 6	212 10 9	1,823 4 2 0	730 12 8	28 6 1	4,032 9 3
February	774½	322	662½	280½	10,710	5,592	2,471 2 0	126 0 0	203 9 3	2,259 3 0 6	831 4 11	27 6 7	3,709 2 9
March	786½	331	715	261	12,100½	6,167	2,764 18 11	247 0 7	243 6 6	2,546 6 0 11	1,538 7 11	195 4 9	4,988 18 8
	2,472½	983½	2,207	846½	36,367	17,732	8,168 16 2	501 5 1	659 6 6	6,628 13 2 17	3,150 5 6	250 17 5	12,730 10 8
April	871½	302	713½	299½	12,971½	6,740½	2,959 10 4	147 18 4	240 7 9	2,175 11 1 8	728 0 9	51 6 8	4,127 3 10
May	872	432½	820	398½	12,805	7,596½	2,931 1 2	134 10 1	190 8 7	2,523 12 1 1	1,052 6 10	34 4 6	4,842 11 2
June	921	512	817	673½	11,721	8,107½	2,909 5 9	123 9 7	195 15 3	3,447 7 0 20	1,769 17 0	54 10 9	5,052 18 4
	2,664½	1,246½	2,350½	1,271½	37,497½	22,444½	8,799 17 3	405 18 0	626 11 7	8,146 10 3 1	3,550 4 7	140 1 11	18,522 13 4

* The summaries of Return Tickets issued were not kept separately until September, 1858.

† From the 1st January, 1859, Return Tickets were issued daily, in place of three times a week only.

JOHN H. BARLOW,
Accountant.

APPENDIX TO CAPTAIN MARTINDALE'S THIRD REPORT

TABLE III.

GREAT NORTHERN RAILWAY.

A STATEMENT, shewing the Numbers and Classes of Passengers, and the Weight of Goods carried; also, the Amount of Money received for the Conveyance of the same, and of Parcels, Horses, Carriages, and Dogs, as well as from other Miscellaneous sources;—for the several Months from the 1st January, 1858, to the 30th June, 1859.

MONTHS.	NUMBER OF PASSENGERS.				AMOUNT FOR PASSENGERS.	AMOUNT FOR PARCELS.	AMOUNT FOR HORSES, CARRIAGES, &c.	TONNAGE OF GOODS.	AMOUNT FOR GOODS.	RENTS AND MISCELLANEOUS RECEIPTS.	TOTAL.
	Class 1.		Class 3.								
1858.											
January	674		3,915		557 3 0	50 18 9	15 18 6	Tons. cwt. qrs. lbs. 307 8 3 3	121 12 3	.....	745 12 6
February	497		3,336		474 16 6	6 6 9	17 1 3	454 19 1 15	298 12 8	.....	796 17 2
March	629		3,727		501 4 9	23 16 6	10 8 3	405 3 0 20	120 7 6	474 5 0	1,130 2 0
	1,800		10,978		1,533 4 3	81 2 0	43 8 0	1,167 11 1 10	540 12 5	474 5 0	2,672 11 8
April	841		5,849		531 11 8	65 10 2	23 11 6	497 6 3 10	73 10 0	385 5 8	1,079 9 0
May	613		3,498		586 3 4	20 18 6	22 7 0	763 18 1 12	162 13 6	.....	792 2 4
June	594		3,196		536 5 0	19 3 0	18 9 0	525 4 3 18	228 8 10	.....	802 5 10
	2,048		12,543		1,654 0 0	105 11 8	64 7 6	1,786 10 0 12	464 12 4	385 5 8	2,673 17 2
July	711		4,785		689 18 7	15 15 7	16 13 0	518 15 2 2	235 5 6	273 11 3	1,231 3 11
August	663		5,001		622 4 2	16 10 2	20 5 9	798 11 2 23	263 8 2	.....	922 8 3
September*	Ordinary. 682	Return. 57	Ordinary. 4,588	Return. 698	646 14 10	20 18 3	13 14 3	672 15 1 15	134 16 11	0 2 10	816 7 1
	2,113		15,072		1,958 17 7	53 4 0	50 13 0	1,990 2 2 12	633 10 7	273 14 1	2,969 19 3
October	403½	32½	4,560	665	643 3 6	19 6 3	21 4 0	482 2 0 12	463 5 5	0 19 1	1,147 18 3
November	478½	64½	4,267½	678½	595 15 0	19 7 8	14 6 5	572 10 1 5	129 7 2	2 19 4	761 15 7
December	502½	59	5,691½	1,124	848 0 7	25 7 6	20 12 6	998 8 2 25	349 16 2	.....	1,243 16 9
	1,540½		16,986½		2,086 19 1	64 1 5	56 2 11	2,053 1 0 15	942 8 9	3 18 5	3,153 10 7
1859.†											
January	380	84	4,733	1,417½	750 1 10	19 6 0	11 11 9	870 5 3 7	195 14 10	0 0 1	976 14 6
February	316½	79	3,789½	1,108	613 16 0	20 12 11	16 12 3	958 14 1 0	180 16 8	7 3 2	839 1 0
March	430½	80½	4,758	1,285½	777 15 4	84 7 9	16 9 0	1,507 15 0 12	323 15 8	1 14 0	1,204 1 9
	1,370½		17,091½		2,141 13 2	124 6 8	44 13 0	3,336 15 0 19	700 7 2	8 17 3	3,019 17 3
April	343	72½	4,568	1,617½	790 9 4	28 3 0	11 16 10	635 8 0 4	205 10 0	0 0 2	1,035 19 4
May	348	79½	4,073	1,174½	640 18 4	27 9 9	12 14 6	515 13 2 19	231 9 6	13 7 10	925 19 11
June	390½	62	3,241½	782½	647 17 4	26 8 5	13 14 0	513 2 1 2	200 12 8	0 0 2	788 12 7
	1,301½		15,457		1,979 5 0	82 1 2	38 5 4	1,664 3 3 25	637 12 2	13 8 2	2,750 11 10

* The summaries of Return Tickets issued were not kept separately until September, 1858.

† From the 1st January, 1859, Return Tickets were issued DAILY in place of three times a week only.

JOHN H. BARLOW,
Accountant.

ON INTERNAL COMMUNICATION.

TABLE IV.

RETURN of Season Tickets issued on the GREAT SOUTHERN RAILWAY, from the 1st January, 1858, to the 30th June, 1859.

		SYDNEY TO																															
		NEWTOWN.				PETERSHAM.				ASHFIELD.				BURWOOD.				HOMEBUSH.				PARRAMATTA.				FAIRFIELD.				LIVERPOOL.			
		No. of 1st Class.	No. of 3rd Class.	TOTAL.	AMOUNT.	No. of 1st Class.	No. of 3rd Class.	TOTAL.	AMOUNT.	No. of 1st Class.	No. of 3rd Class.	TOTAL.	AMOUNT.	No. of 1st Class.	No. of 3rd Class.	TOTAL.	AMOUNT.	No. of 1st Class.	No. of 3rd Class.	TOTAL.	AMOUNT.	No. of 1st Class.	No. of 3rd Class.	TOTAL.	AMOUNT.	No. of 1st Class.	No. of 3rd Class.	TOTAL.	AMOUNT.	No. of 1st Class.	No. of 3rd Class.	TOTAL.	AMOUNT.
				£ s. d.			£ s. d.			£ s. d.			£ s. d.			£ s. d.			£ s. d.			£ s. d.			£ s. d.			£ s. d.			£ s. d.		
1858.																																	
January	11	11	8 5 0	1	1	1 2 6	4	4	7 10 0	1	1	2 8 9	1	1	2 18 3	1	1	2 18 3	4	4	20 5 0	2	2	13 6 6	1	1	16 10 0	1	1	16 10 0			
February	8	10	8 5 0	2	2	2 5 0	11	11	20 12 6	15	15	36 11 3	2	2	5 16 6	4	4	20 5 0	2	2	13 6 6												
March	12	12	9 0 0	3	3	3 7 6	5	5	9 7 6	3	3	7 6 8	1	1	2 18 3	1	1	6 1 3															
	2	31	33	25 10 0	6	6	6 15 0	20	20	37 10 0	19	19	46 11 3	4	4	11 13 0	6	6	25 6 3	2	2	13 6 6	1	1	16 10 0								
April	2	23	25	20 5 0	2	2	2 5 0	4	4	7 10 0	4	4	9 15 0	2	2	5 16 6	1	1	7 12 0					1	1	12 7 6							
May	4	4	3 0 0	3	3	3 7 6	6	6	11 5 0	9	9	21 18 9	1	1	2 18 3	3	3	15 3 9															
June	4	4	2 0 0	4	4	2 9 0	7	7	10 19 2	5	5	7 6 3	2	2	2 9 1	1	1	1 0 3															
	2	31	33	25 5 0	9	9	8 1 6	17	17	29 14 2	18	18	39 0 0	5	5	11 3 10	4	4	23 16 0					1	1	12 7 6							
July	2	13	15	6 14 4	7	7	4 17 6	6	6	8 16 6	6	6	8 18 9	3	3	5 9 0	1	1	3 7 6	1	1	4 8 9	1	1	5 10 0								
August	3	16	19	9 11 8	11	11	6 5 0	17	17	16 18 4	14	14	18 5 0	5	5	7 15 1																	
September	2	18	20	10 0 0	8	8	6 0 0	19	19	21 0 0	12	12	17 17 6	6	6	7 15 1																	
	7	47	54	26 6 0	26	26	17 2 6	42	42	46 14 10	32	32	45 1 3	13	13	20 19 2	1	1	3 7 6	1	1	4 8 9	1	1	5 10 0								
October	3	19	22	11 5 0	8	8	6 0 0	18	18	19 15 0	13	13	19 10 0	6	6	7 15 1	1	1	3 7 6														
November	3	25	28	13 0 0	6	6	4 10 0	16	16	17 5 0	15	15	21 18 9	6	6	8 6 8	1	1	3 7 6														
December	2	26	28	12 15 0	1	11	9 0 0	10	10	11 17 6	14	14	21 2 6	5	5	7 15 1	1	1	3 7 6														
	8	70	78	37 0 0	1	25	19 10 0	44	44	48 17 6	42	42	62 11 3	16	16	23 16 10	3	3	10 2 6														
Total for the Year 1858..)	19	179	198	114 1 0	1	66	67	51 9 0	123	123	162 16 6	111	111	192 18 9	38	38	67 12 10	1	13	14	62 12 3	3	3	17 15 3	1	2	3	34 7 6					
1859.																																	
January	2	27	29	13 5 0	1	8	9	6 15 0	12	12	14 8 6	11	11	15 18 6	6	6	6 15 8	1	1	3 7 6													
February	4	31	35	16 5 0	1	8	9	6 15 0	16	16	17 5 0	19	19	14 6 0	5	5	6 7 11	1	1	3 7 6													
March	4	28	32	14 17 6	1	8	9	6 15 0	17	17	18 10 0	13	13	18 7 3	3	3	4 16 11	2	2	6 15 0													
	10	86	96	44 7 6	3	24	27	20 5 0	45	45	50 3 6	34	34	48 11 9	14	14	18 0 6	4	4	13 10 0													
April	4	32	36	16 10 0	7	7	4 17 6	14	14	15 7 6	10	10	13 9 9	3	3	4 16 11	2	2	6 15 0														
May	3	36	39	17 8 9	6	6	4 10 0	12	12	12 10 0	12	12	16 14 9	3	3	4 16 11	2	2	6 15 0					1	1	5 10 0							
June	3	33	36	15 18 9	6	6	4 10 0	1	9	12 10 0	11	11	15 18 6	3	3	4 16 11	2	2	6 15 0					1	1	5 10 0							
	10	101	111	49 17 6	19	19	13 17 6	1	35	36	40 7 6	33	33	46 3 0	9	9	14 10 9	6	6	20 5 0					2	2	11 0 0						
Total for the Year of 1859)	20	187	207	94 5 0	3	43	46	34 2 6	1	80	81	90 11 0	67	67	94 14 9	23	23	32 11 3	10	10	33 15 0					2	2	11 0 0					

J. H. BARLOW,
Accountant.

TABLE IX.

STATEMENT OF RECEIPTS AND EXPENDITURE in each quarter of each year, and in each year since the Railways opened, and the Receipts

NAME OF RAILWAY.	YEAR.	QUARTER OF THE YEAR.	MILES OF LINE OPEN.	QUARTERLY.				NET RECEIPTS.				
				Receipts.			Expenditure.		£	s. d.		
				£	s.	d.	£	s. d.				
GREAT SOUTHERN RAILWAY	1855	26 September to 31 December	13½	9,248	10	3	5,958	13	10	3,289	16	5
	1856	1 January to 31 March	13½	7,041	17	11	4,314	12	2	2,727	5	9
	"	1 April to 30 June	13½	7,582	3	1	4,632	15	2	2,949	7	11
	"	1 July to 31 August	13½	4,717	1	1	2,911	1	2	1,805	19	11
	"	1 to 30 September	22	4,020	5	7	2,379	6	2	1,640	19	5
	"	1 October to 31 December	22	8,908	9	3	7,550	14	10	1,357	14	5
GREAT NORTHERN RAILWAY	1857	1 January to 31 March	22	8,526	13	11	6,459	2	11	2,067	11	0
	"	1 April to 30 June	22	9,459	5	3	5,452	2	10	4,007	2	5
	"	1 July to 30 September	22	9,573	8	9	7,220	4	10	2,353	3	11
	"	1 October to 31 December	22	11,375	14	3	9,255	1	10	2,120	12	5
GREAT SOUTHERN RAILWAY	1857	30 March to 30 June	16½	1,426	10	8	958	15	2	467	15	6
	"	1 July to 30 September	16½	1,197	1	7	926	12	10	270	8	9
	"	1 October to 31 December	16½	1,827	17	2	1,078	3	7	749	13	7
GREAT SOUTHERN RAILWAY	1858	1 January to 31 March	22	12,212	1	1	7,565	4	8	4,646	16	5
	"	1 April to 16 May	22	4,892	9	3	2,395	8	3	2,497	1	0
	"	17 May to 30 June	34	5,867	13	6	4,445	10	0	4,422	3	6
GREAT SOUTHERN RAILWAY	"	1 July to 30 September	34	12,137	18	4	9,468	10	5	2,679	7	11
	"	1 October to 31 December	34	12,711	13	1	8,478	14	1	4,232	19	0
	1859	1 January to 31 March	34	12,730	10	8	7,576	18	9	5,153	11	11
GREAT NORTHERN RAILWAY	"	1 April to 30 June	34	13,522	13	4	8,593	14	3	4,928	19	1
	1858	1 January to 31 March	16½	2,672	11	8	1,220	0	3	1,452	11	5
	"	1 April to 30 June	16½	2,673	17	2	1,819	11	11	854	5	3
	"	1 July to 30 September	20	2,969	19	3	2,200	4	4	769	14	11
	"	1 October to 31 December	20	3,153	10	7	2,630	13	0	522	17	7
GREAT NORTHERN RAILWAY	1859	1 January to 31 March	20	3,019	17	3	2,375	4	6	644	16	9
	"	1 April to 30 June	20	2,750	11	10	3,062	2	4	.....	

TABLE X.

ABSTRACT of the Revenue and Working Expenses, distributed according to the votes of the Legislature.

GREAT SOUTHERN RAILWAY.								
Revenue	50,821	15	3	1858.	Vote of £11,000	7,736	10	1
				27,000	15,222	3	6	
					Stores consumed	1,835	13	9
						7,519	0	1
	50,821	15	3			32,313	7	5
Revenue	26,233	4	0	1859 (to 30 June).	Vote of £11,000	4,087	7	11
				25,000	7,785	0	2	
					Stores consumed	68	2	6
						4,240	2	5
	26,233	4	0			16,170	13	0

TABLE XI.

STATEMENT OF RAILWAY RECEIPTS AND EXPENDITURE, from 1st January, 1858, to the 30th June, 1859.

NAME OF RAILWAY.	YEAR.	QUARTER AND HALF-YEAR.	NUMBER OF TRAINS.				PASSENGERS.				GOODS.		RECEIPTS PER MILE OF RAILWAY OPEN.			
			Passengers.	Goods.	TOTAL.	LENGTH OF LINE OPEN.	1st Class.	2nd Class.	3rd Class.	TOTAL.	Tons.	Passengers.	Horses, Carriages, and Dogs.	Goods.	Total, including Miscellaneous.	
																£
GREAT SOUTHERN RAILWAY.	1858	1 January to 16 May	1,458	316	1,774	22	8,319	12,000	127,525	147,844	9,519	529-64	31-75	222-73	807-45	
		17 May to 30 June	475	84	559	34	3,168	4,715	39,135	47,018	3,443	166-22	8-07	52-98	241-42	
		1 July to 30 September	898	164	1,062	34	4,152	3,980	61,338	69,470	6,919	240-07	15-05	94-49	357-0	
		1 October to 31 December	992	164	1,066	34	3,355½	3,641	64,189	71,185½	6,507	261-99	17-91	88-53	373-87	
GREAT SOUTHERN RAILWAY.	1859	1 January to 31 March	858	196	1,054	34	3,456	3,053½	54,099	60,608½	6,629	255-0	19-39	92-65	374-42	
		1 April to 30 June	962	190	1,162	34	3,911	3,622	59,942	67,475	8,147	270-75	18-12	104-42	397-72	
GREAT NORTHERN RAILWAY.	1858	1 January to 19 March	212	.....	212	16½	1,757	.....	10,707	12,464	1,018	87-27	2-38	30-13	148-51
		20 March to 30 June	412	.....	412	16½	2,476	.....	15,165	17,642	1,936	117-2	4-15	30-78	175-48
		1 July to 27 July	108	.....	108	16½	577	.....	3,378	3,755	500	31-65	0-883	13-83	46-37
		28 July to 30 September	209	.....	209	20	1,673	.....	12,672	14,345	1,490	74-49	1-8	20-26	110-24
GREAT NORTHERN RAILWAY.	1859	1 October to 31 December	368	.....	368	20	1,541	.....	16,987	18,628	2,053	107-55	2-8	47-12	157-67
		1 January to 31 March	390	.....	390	20	1,371	.....	17,091	18,462	3,337	113-29	2-23	35-01	150-99
		1 April to 30 June	374	3	377	20	1,302	.....	16,457	16,759	1,664	103-06	1-91	31-68	137-53

TABLE XII.

RAILWAY EXTENSION SURVEYS EXPENDITURE, from 1st January, 1858, to 30th June, 1859.

DETACHMENT OF ROYAL ENGINEERS.

SALARIES. (SURVEYORS.)	REGIMENTAL AND WORKING PAY.	COLONIAL ALLOWANCE.	FIELD ALLOWANCE.	CHAINMEN.	RATION ALLOWANCE.	FUEL, LIGHT, AND WATER.	FORAGE ALLOWANCE.	EQUIPMENT AND INCIDENTALS.
478 17 9	135 9 8	15 5 6	14 3 0	65 6 11	89 5 1	2 5 4	26 4 0	10 8 6
855 12 2	1,301 1 4½	140 7 6	124 16 0	592 0 8	894 13 6	32 15 9	342 7 2	192 17 11
1,334 9 11	1,436 11 0½	155 13 0	138 19 0	657 7 7	953 18 7	35 1 1	368 11 2	203 6 5
650 9 3	697 19 7½	72 8 0	72 5 0	831 11 2	776 4 5	11 5 3	107 3 6	143 6 10

JOHN H. BARLOW, Accountant.

ON INTERNAL COMMUNICATION.

TABLE IX. and Expenditure per mile open, proportion of Receipts to Expenditure, and Interest on the Capital invested, to 30th June, 1859.

ANNUAL.		QUARTERLY RECEIPTS PER MILE OPEN.		ANNUAL RECEIPTS PER MILE OPEN.		ANNUAL EXPENDITURE PER MILE OPEN.		PROPORTION OF EXPENDITURE TO RECEIPTS.		CAPITAL INVESTED.		RATE OF ANNUAL INTEREST ON CAPITAL.	
Receipts.	Expenditure.	Receipts.	Expenditure.	Receipts per Mile.	Expenditure per Mile.	Receipts per Mile.	Expenditure per Mile.	Proportion.	£	s. d.	£	s. d.	per cent.
£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	.....	515,347	0 0	688,216	12 10	1.31
.....
32,269 16 11	21,788 9 6	10,481 7 5	404 95	2020.2	1329.7	67.5	688,216 12 10	1.31					
36,935 2 2	28,386 12 5	10,548 9 9	389.21	1769.8	1290.3	72.9	723,532 10 2	1.46					
4,451 9 5	2,963 11 7	1,487 17 10	435.13	269.78	179.6	66.5	292,054 5 8	.63					
50,821 15 9	32,343 7 5	18,478 7 10	617.08	1418.72	886.64	63.68	839,221 15 7	2.2					
26,263 4 0	16,170 13 0	10,082 11 0	86.45	1544.3	961.2	61.4	850,435 16 2	2.4					
11,469 18 8	7,870 9 6	3,539 9 2	72.63	630.68	425.74	68.6	349,926 18 3	1.3					
5,770 9 1	5,437 6 10	333 2 3	110.75	577.1	543.7	94.	354,067 15 10	.....				
			157.08										
			150.99										
			137.58										

TABLE X. Abstract of the Revenue and Working Expenses, distributed according to the votes of the Legislature.

GREAT NORTHERN RAILWAY.		1858.		1859 (to 30 June).	
REVENUE	EXPENSES	Vote of £11,000	Stores consumed	Vote of £11,000	Stores consumed
11,469 18 8	5,770 9 1	27,000	15,000	25,000	17,000
11,469 18 8	5,770 9 1	17,000	15,000	25,000	17,000
£	£	£	£	£	£
5,770 9 1	5,437 6 10	1,540 14 2	2,504 1 11	1,540 14 2	2,504 1 11
		63 9 9	1,287 9 9	63 9 9	1,287 9 9
		7,870 9 6	3,791 11 0	7,870 9 6	3,791 11 0

TABLE XI. Statement of Railway Receipts and Expenditure, from 1st January, 1858, to the 30th June, 1859.

TRAIN MILES RUN BY		EXPENSES PER MILE OF RAILWAY OPEN.				EXPENDITURE PER TRAIN MILE.				RECEIPTS PER TRAIN MILE.				
Passenger Trains.	Goods Trains.	Maintenance of Way and Works.	Engines and Working, Carriage & Waggon Repairs.	Traffic Charges.	Miscellaneous.	Maintenance of Way and Works.	Engines and Working, Carriage & Waggon Repairs.	Traffic Charges.	Miscellaneous.	Passengers.	Horses, Carriages, and Dogs.	Goods.	TOTAL, including Miscellaneous.	Proportion per cent. of Expenditure to Receipts.
50,036	7,216	104,182	167,482	136,409	4,904	436,750	5,276	7,216	1,298	5,135	7,043	6,631	6,338	54.09
13,731	1,655	26,729	43,455	34,431	2,4	106,455	1,232	1,107	1,277	4,877	8,279	4,473	4,235	61.3
28,965	4,436	105,414	109,222	69,222	13,16	250,644	4,043	1,666	3,533	5,733	6,344	5,733	7,112	51.3
56,319	5,076	141,492	167,922	80,577	19,43	360,268	5,475	2,772	4,811	10,616	14,667	11,816	11,816	67.36
28,311	3,474	28,181	43,46	68,48	2,51	222,53	1,672	1,482	1,902	5,113	6,108	5,113	5,117	67.36
20,483	3,970	30,419	41,408	70.9	4,92	222,73	1,867	1,123	1,234	5,78	6,113	5,78	5,78	67.36
5,148	.....	3,442	25,80	22,21	0,333	518	0,263	1,733	0,227	3,386	5,133	0,133	1,116	2.26
2,210	.....	33,92	43,02	37,9	0,718	1,178	1,051	2,072	1,821	4,365	5,437	0,227	1,439	67.0
2,169	.....	2,150	6,41	11,3	0,923	28.6	1,361	0,187	1,439	4,439	4,102	1,62	1,367	0.38
7,300	.....	19,23	29,89	22,86	1,83	138	1,361	2,353	1,469	5,814	5,876	1,66	5,776	66.94
7,340	.....	32,28	38,06	33,72	3,72	131,25	1,969	2,103	2,413	6,924	5,103	1,82	2,111	78.8
7,480	.....	38,98	43,06	33,72	.....	118,76	1,414	2,50	0,221	6,717	5,353	1,48	1,113	4.64
7,480	.....	25,35	53,77	43,06	0,333	153.1	1,414	4,531	0,221	8,146	5,613	0,121	1,820	78.63

TABLE XII. RAILWAY EXTENSION SURVEYS EXPENDITURE, from 1st January, 1858, to 30th June, 1859. DETACHMENT OF ROYAL ENGINEERS.

MEDICAL ATTENDANCE.	ALLOWANCES.	DAMAGES.	STATIONERY.	CONTINGENT SUM.	TOTALS.
12 18 11	310 16 6	2 0 0	23 13 7	.....	1,156 4 9
25 13 1	.....	.....	.....	12 3 4	4,514 15 5
38 12 0	310 16 6	2 0 0	23 13 7	12 3 4	5,701 3 2
17 19 4	.....	.....	.....	.....	3,250 12 4
					Paid in 1858 on account of 1857.
					Ditto ditto ditto 1855.
					TOTAL PAYMENTS IN 1858.
					Ditto from 1 Jan. to 30 June, 1859.

ON INTERNAL COMMUNICATION.

TABLE XIV.

ELECTRIC TELEGRAPH EXPENDITURE.

FOR THE YEAR 1858.									
CONSTRUCTION.	CAPITAL WORKING EXPENSES.	REVENUE WORKING EXPENSES.	SALARIES.	SOUTH HEAD EXTENSION.	GOVERNMENT OFFICES EXTENSION.	HUNTER RIVER LINE.	WESTERN LINE.		
17,253 12 11	612 16 9	415 15 10	1,671 12 8	129 5 3	71 4 8	673 17 10	673 17 9	Paid in 1858. Ditto 1859.	
.....	30 7 3	149 11 1	23 10 0	.....	.....	.....	.....
17,253 12 11	643 4 0	565 6 11	1,695 2 8	129 5 3	71 4 8	673 17 10	673 17 9		
TOTAL								£21,705 12 0	
FOR THE SIX MONTHS ENDING 30TH JUNE, 1859.									
CONSTRUCTION.		REVENUE WORKING EXPENSES.	SALARIES.	ALLOWANCES.	CONTINGENCIES.	HUNTER RIVER LINE.	WESTERN LINE.		
3,819 7 2		240 6 11	1,497 5 2	100 2 0	160 1 3	304 9 0	304 9 0		
TOTAL								£6,426 0 6	

JOHN H. BARLOW;
Accountant.

TABLE XV.

A.

SHewing the General Business of the TELEGRAPH DEPARTMENT in NEW SOUTH WALES, during the Year ending 31st December, 1858, and Half-year ending 30th June, 1859.

DATE.	No. OF MESSAGES.	RECEIPTS.
1858.		
January	53	£ s. d. 4 7 6
February	97	6 14 6
March	107	10 2 7
April	95	8 9 0
May	354	54 15 7
June	466	149 2 7
July	498	88 6 4
August	639	58 16 9
September	837	183 5 3
October	1,005	368 8 8
November	2,547	507 16 10
December	2,443	492 14 2
TOTAL	9,141	1,932 19 9

DATE.	No. OF MESSAGES.	VALUE O.H.M.S.	VALUE RAILWAY SERVICE.	VALUE PRESS MESSAGES.	TOTAL VALUE MESSAGES TRANSMITTED.	TOTAL CASH RECEIPTS.
1859.						
January	2,280	£ s. d. 49 10 11	£ s. d. 18 18 6	.....	£ s. d. 499 14 9	£ s. d. 426 13 10
February	2,533	48 18 2	20 6 11	.....	572 4 0	499 19 7
March	3,071	39 8 7	37 14 11	39 7 10	651 19 4	573 1 2
April	2,945	20 5 4	39 9 11	51 7 1	636 3 6	564 17 4
May	3,338	45 6 10	50 4 7	40 3 0	735 3 3	682 4 3
June	3,342	15 13 6	25 17 10	62 8 5	781 5 1	741 18 9
TOTALS	17,509	219 3 4	202 12 8	193 6 4	3,876 9 11	3,488 14 11
		(A)	(B)			

(A) Under a recent Regulation all Government Messages are to be paid for by the Department transmitting them.

(B) On the Railway Line an arrangement has been made, that, so far as the Wire extends along the Railways, accommodation shall be provided for the Telegraph Clerks in the Railway Stations, and all Messages by the Department on Railway business be sent free; the Telegraph Department, however, taking all Receipts for other Messages sent by the Railway Wire.

TABLE XV.—continued.

B.

STATEMENT of INTERRUPTIONS to working of NEW SOUTH WALES TELEGRAPH, during the Half-year ending 30th June, 1859.

7 January	.....	Interrupted by Lightning 12 till 8 P.M.
8 January	.....	Do. do. 8.30 till 11 A.M.
18 & 19 January	.....	Down after a great storm at Gundagai.
22 January	.....	Down from 8.30 A.M. till 9 P.M.—(broken.)
15 February	.....	Line interrupted by Lightning 8.30 till 1.30 P.M.
22 February	.....	Do. do. 5.25 P.M. till 8 P.M.
2 March	.....	Do. do. 2 P.M. till 5 P.M.
3 to 5 March	.....	Do. do. 3 P.M. till 2.30 P.M.
14 April	.....	Line down 30 minutes—(broken.)
29 April	.....	Line down 11 till 4.50; broken between Albury and Gundagai.
10 May	.....	Do. 9.30 A.M. till 2.10 P.M.; broken between Yass and Gundagai.
20 June	.....	Do. 8.30 till 12 A.M.—(broken.)
25 June	.....	No circuit between Goulburn and Albury till 10 A.M.

C.

STATEMENT shewing the General Business of the TELEGRAPH DEPARTMENT in VICTORIA, during the Year ending 31st December, 1858.

MONTH.	NUMBER OF PRIVATE MESSAGES.	NUMBER OF MESSAGES ON PUBLIC SERVICE.	VALUE OF MESSAGES ON PUBLIC SERVICE.	TOTAL CASH RECEIPTS.	TOTAL NUMBER OF MESSAGES TRANSMITTED.
1858.					
January	6,325	886	371 18 3	906 15 7	7,711
February	7,240	1,091	499 4 10	1,051 15 1	8,331
March	8,302	1,019	516 11 1	1,266 18 1	9,321
April	7,858	1,057	474 17 1	1,213 5 9	8,915
May	7,870	1,045	530 12 1	1,265 14 3	8,915
June	8,205	1,261	659 1 10	1,180 14 6	9,466
TOTAL, January to June	46,300	6,359	3,052 5 2	6,885 3 3	52,659
July	9,065	1,527	830 6 9	1,234 1 11	10,592
August	10,579	1,782	1,033 17 11	1,371 2 9	12,361
September	11,223	1,804	1,100 8 4	1,422 19 1	13,027
October	11,967	1,989	1,256 9 8	1,626 14 1	13,957
November	12,177	2,142	1,333 14 5	1,989 11 4	14,319
December	12,341	2,231	1,469 13 7	1,945 5 5	14,572
TOTAL, July to December	67,352	11,475	7,074 10 8	9,589 14 7	78,827
TOTAL FOR YEAR	113,652	17,834	10,126 15 10	16,474 17 10	131,486

D.

STATEMENT shewing the General Business of the TELEGRAPH DEPARTMENT in SOUTH AUSTRALIA, during the Year ending 31st December, 1858.

DATE.	NUMBER OF MESSAGES TRANSMITTED.	RECEIPTS PORT LINE.	RECEIPTS NORTH LINE.	RECEIPTS S. E. LINE.	RECEIPTS INTER-COLONIAL.	TOTAL.
1858.						
January	3,255	66 6 0	27 10 0	22 2 0	.....	115 18 0
February	3,074	68 1 1	34 14 7	23 8 6	.....	126 4 2
March	3,719	89 4 2	38 16 8	20 6 0	.....	148 6 10
April	3,147	71 10 10	29 3 8	15 16 5	.....	116 10 11
May	2,998	68 0 11	29 0 6	16 2 0	.....	113 3 5
June	3,612	73 19 5	31 6 0	34 6 6	.....	139 11 11
TOTAL, January to June	19,805	437 2 5	190 11 5	132 1 5	.....	759 15 3
July	3,438	66 9 8	29 1 6	43 17 9	45 0 5	184 9 4
August	3,510	49 1 9	31 1 4	45 19 3	123 18 0	250 0 4
September	4,454	76 16 1	26 12 2	45 0 6	218 13 10	367 2 7
October	5,151	73 16 1	27 18 11	65 3 5	238 6 3	408 4 8
November	5,260	78 1 4	27 19 3	52 2 3	304 17 2	463 0 5
December	5,098	76 13 8	42 0 2	65 13 4	227 0 9	411 12 11
TOTAL, July to December	26,911	420 18 7	184 13 9	321 1 6	1,157 16 5	2,084 10 3
TOTAL FOR YEAR	46,716	858 1 0	375 5 2	453 2 11	1,157 16 5	2,844 5 6

TABLE XVI.

STATEMENT, shewing Alterations in the Number and Time of the Trains, from the 1st January, 1858, to the 30th June, 1859.

	1ST JANUARY TO 28TH FEBRUARY, 1858.										MARCH TO 16TH MAY, 1858.									
	Down Trains.					SUNDAY.					Down Trains.					SUNDAY.				
	a. m.	a. m.	Goods	p. m.	p. m.	p. m.	a. m.	p. m.	p. m.	p. m.	a. m.	a. m.	a. m.	p. m.	p. m.	p. m.	a. m.	p. m.	p. m.	p. m.
SYDNEY	6:30	10:0	10:45	1:30	4:25	5:45	9:30	2:45	5:30	6:30	7:45	10:0	1:30	4:25	5:45	9:30	2:45	5:30	6:30	7:45
Newtown	6:36	10:6	.....	1:36	4:31	5:51	9:37	2:52	5:37	.....	7:51	.....	.....	.....	.....	.....	.....	.....	.....	.....
Petersham	6:41	10:11	.....	1:41	4:36	5:56	9:42	2:57	5:42	.....	7:56	.....	.....	.....	.....	.....	.....	.....	.....	.....
Ashfield	6:48	10:18	.....	1:48	4:43	6:3	9:49	3:4	5:49	.....	8:3	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burwood	6:53	10:23	.....	1:53	4:48	6:8	9:57	3:19	5:57	.....	8:8	.....	.....	.....	.....	.....	.....	.....	.....	.....
Homebush	6:58	10:28	.....	1:58	4:53	6:13	10:4	3:19	6:4	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Parramatta	7:18	10:48	.....	2:18	5:13	6:33	10:25	3:40	6:25	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Fairfield	7:31	11:1	.....	2:31	5:26	6:46	10:39	3:54	6:39	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Liverpool	7:42	11:12	.....	2:42	5:37	6:57	10:52	4:7	6:52	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
CAMPBELLTOWN .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

	17TH MAY TO 30TH JUNE, 1858.										1ST JULY, 1858 TO 30TH JUNE, 1859.									
	Down Trains.					SUNDAY.					Down Trains.					SUNDAY.				
	a. m.	a. m.	Goods	p. m.	p. m.	p. m.	a. m.	p. m.	p. m.	p. m.	a. m.	a. m.	a. m.	p. m.	p. m.	p. m.	a. m.	p. m.	p. m.	p. m.
CAMPBELLTOWN	6:30	8:15	11:30	1:20	3:30	5:45	9:15	2:30	5:15	6:30	.....	8:15	11:30	3:30	5:45	9:15	2:30	5:15	.....	.....
Liverpool	6:43	8:28	11:43	.....	3:43	5:38	9:30	2:45	5:30	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Fairfield	7:1	8:46	12:1	.....	4:1	6:16	9:45	3	5:45	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Parramatta	7:15	9:0	12:15	.....	4:15	6:30	10:3	3:18	6:3	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Homebush	7:18	9:3	12:18	.....	4:18	6:33	10:5	3:23	6:8	.....	8:12	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burwood	7:23	9:8	12:23	.....	4:23	6:38	10:15	3:30	6:15	.....	8:17	.....	.....	.....	.....	.....	.....	.....	.....	.....
Ashfield	7:30	9:15	12:30	.....	4:30	6:45	10:22	3:37	6:22	.....	8:24	.....	.....	.....	.....	.....	.....	.....	.....	.....
Petersham	7:38	9:23	12:38	.....	4:38	6:52	10:32	3:47	6:32	.....	8:29	.....	.....	.....	.....	.....	.....	.....	.....	.....
Newtown	7:42	9:27	12:42	.....	4:42	6:57	10:37	3:52	6:37	.....	8:35	.....	.....	.....	.....	.....	.....	.....	.....	.....
SYDNEY .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

	Up Trains.										SUNDAY.										Up Trains.										SUNDAY.									
	a. m.	a. m.	a. m.	Goods	p. m.	p. m.	p. m.	a. m.	p. m.	p. m.	a. m.	a. m.	a. m.	a. m.	p. m.	p. m.	p. m.	a. m.	p. m.	p. m.	a. m.	p. m.	p. m.																	
	CAMPBELLTOWN	5:45	8:0	12:0	1:30	5:15	8:30	2:30	4:45	7:35	10:45	2:45	5:15	8:15	4:45																
Liverpool	6:15	.....	8:30	12:30	2:6	.....	5:45	9:0	3:30	5:15	.....	8:5	11:15	.....	3:15	5:45	8:45	.....	5:15	.....	.....	.....	.....													
Fairfield	6:28	.....	8:43	12:43	2:40	.....	5:58	9:13	3:13	5:28	.....	8:23	11:34	.....	3:34	6:4	9:4	.....	5:34	.....	.....	.....	.....													
Parramatta	6:43	.....	8:58	12:58	2:57	.....	6:13	9:28	3:28	5:43	7:35	8:35	11:47	1:0	3:47	6:17	9:17	3:30	5:47	.....	.....	.....	.....													
Homebush	7:0	.....	9:15	1:15	3:20	.....	6:30	9:45	3:45	6:0	7:51	8:56	12:10	.....	4:10	6:40	9:40	3:46	6:10	.....	.....	.....	.....													
Burwood	7:5	8:12	9:20	1:20	3:25	4:52	6:35	9:50	3:50	6:5	7:57	9:2	12:16	.....	4:16	6:46	9:46	3:52	6:16	.....	.....	.....	.....													
Ashfield	7:10	.....	9:25	1:25	3:31	4:57	6:40	9:55	3:55	6:10	8:4	9:9	12:23	.....	4:23	6:53	9:53	3:59	6:23	.....	.....	.....	.....													
Petersham	7:16	.....	9:31	1:31	3:39	5:4	6:46	10:1	4:1	6:16	8:12	9:16	12:31	.....	4:31	7:1	10:1	4:7	6:31	.....	.....	.....	.....													
Newtown	7:24	.....	9:39	1:39	3:43	5:9	6:54	10:9	4:9	6:24	8:16	9:21	12:36	.....	4:36	7:6	10:6	4:12	6:36	.....	.....	.....	.....													
SYDNEY	7:30	.....	9:45	1:45	3:51	5:15	7:0	10:15	4:15	6:30	8:25	9:30	12:45	2:20	4:45	7:15	10:15	4:21	6:45	.....	.....	.....	.....													

A Special Meat Train every day from Liverpool at 3:30 P.M. A Goods Train leaves Liverpool at 1:20 P.M.

From 1st January to 31st December, 1858, Return Tickets were issued on Saturdays, Sundays, and Mondays only. Since the 1st January, 1859, Return Tickets have been issued daily.

TABLE XVII.

GREAT SOUTHERN RAILWAY.

TABLE of Rates and Fares charged from 1st January to 16th May, 1858.

	MILES.	PASSENGER FARES.			RATES FOR VEHICLES		RATES FOR HORSES.			SEASON TICKETS.		
		1st Class.	2nd Class.	3rd Class.	4-wheeled.	2-wheeled.	1 ca.	2 ca.	3 ca.	Dogs.	1st Class.	3rd class.
Sydney to—		s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	£ s. d.	£ s. d.
Newtown	2	0 6	0 4	0 3	.....	.....	.....	.....	.....	0 3	0 10 0	0 5 0
Petersham	3	0 10	0 8	0 5	.....	.....	.....	.....	.....	.....	0 15 0	0 7 6
Ashfield	5	1 3	1 0	0 9	.....	.....	.....	.....	.....	0 6	1 5 0	0 12 6
Burwood	6½	1 9	1 4	1 0	.....	.....	.....	.....	.....	0 6	1 12 6	0 16 3
Homebush	7¼	2 0	1 6	1 0	.....	.....	.....	.....	.....	0 9	1 18 9	0 19 5
Parramatta	13½	3 6	2 6	1 9	8 0	6 0	7 0	6 0	5 0	1 0	3 7 6	1 13 9
Fairfield	17¾	4 6	3 6	2 3	.....	.....	.....	.....	.....	1 3	4 8 9	2 4 5
Liverpool	22	5 6	4 3	2 9	13 0	9 6	11 0	9 6	8 0	1 6	5 10 0	2 15 0
Campbelltown	34	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

Rates and Fares charged from 17th May, 1858, to 30th June, 1859.

Sydney to—												
Newtown	2	0 8	0 6	0 4	.....	.....	.....	.....	.....	0 3	0 15 0	0 10 0
Petersham	3	1 0	0 9	0 6	.....	.....	.....	.....	.....	0 3	1 2 6	0 15 0
Ashfield	5	1 6	1 3	0 9	.....	.....	.....	.....	.....	0 6	1 17 6	1 5 0
Burwood	6½	2 0	1 9	1 0	.....	.....	.....	.....	.....	0 6	2 8 9	1 12 6
Homebush	7¼	2 3	2 0	1 3	.....	.....	.....	.....	.....	0 9	2 13 0	1 18 9
Parramatta	13½	4 0	3 6	2 3	8 0	6 0	7 0	6 0	5 0	1 0	5 1 3	3 7 6
Fairfield	17¾	5 3	4 6	3 0	.....	.....	.....	.....	.....	1 3	6 13 3	4 4 9
Liverpool	22	6 6	5 6	3 9	13 0	9 6	11 0	9 6	8 0	1 6	8 5 0	5 10 0
Campbelltown	34	10 0	8 6	5 9	20 0	15 0	17 0	15 0	13 0	2 6	12 15 0	8 10 0

GOODS RATES.

1858.				1859.		
CLASS 1. @ 3d. ½ ton ¼ mile.	CLASS 2. @ 4d. ½ ton ¼ mile.	CLASS 3. @ 6d. ½ ton ¼ mile.	CLASS 4. @ 9d. ½ ton ¼ mile.	CLASS 1. @ 2d. ½ ton ¼ mile.	CLASS 2. @ 3d. ½ ton ¼ mile.	CLASS 3. @ 6d. ½ ton ¼ mile.
Firewood, stone, sand, posts, rails, spokes, treenails, and split timber generally, and coals.	Timber in logs & sawn in boards, scantling, naves and felloes, wrought and cast iron, brass, copper, tin, lead, machinery, bricks, slates, lime, cement, shingles, hides, tallow, hay, straw, salt.	Flour, grain of all kinds, potatoes, leather, wine, beer, and vinegar in wood, iron-mongery, wool, furniture, carpentry, paint, oil, fresh meat, earthenware, glass, raw sugar, soap, tobacco in tress.	Groceries, wine & beer in bottle, saddlery, dairy produce, vegetables, fish, butter and milk, &c., drapery, haberdashery.	Coals, stone, sand, mineral ores, bricks, pig and bar iron, and unwrought metals. (Conveyed in owner's trucks.)	Firewood, posts, rails, spokes, treenails & split timber generally, coals, timber in log and sawn in boards and scantling (under 15 feet), naves and felloes, slates, shingles, hides and skins (wet), manure, pressed hay and straw, salt, & all articles enumerated in the 1st Class.	Flour, grain of all kinds, potatoes, leather, sugar, soap, &c., &c., including all articles not previously enumerated in the other Classes.

TABLE XIX.

THE BALANCE SHEET of the COMMISSIONERS FOR RAILWAYS at 31st December, 1857, for Transactions of the Year 1857.

Dr.	CAPITAL ACCOUNTS.		Cr.
SOUTHERN LEDGER.			
8	Australian Joint Stock Bank	5,084 2 3	By Balance of 1857
17	Duplicates to Stores	246 12 1	105 Colonial Treasurer
23	Workshop Plant	215 15 5	297 Railway Surveys Account
31	Liverpool Pumps	74 17 9	122 P. W. Flower and Co., London
37	Erecting Engines	54 19 8	505 Fines Account
41	Goods Office	2 19 7	46 Railway Revenue Account South, for
52	Wm. Randle	344 12 1	Amount due to Colonial Treasurer,
57	Waggon Under Frames	484 12 2	not paid until 1858
65	Station Buildings	3,715 2 11	" Ditto ditto Northern ..
81	New Trolleys	7 11 1	
91	Wm. Randle, Liverpool Extension ..	2,970 0 0	
93	Ditto, Campbelltown Extension ..	8,277 14 2	
100	Sydney Railway Company	899 8 1	
111	Station Plant	130 3 8	
135	Exchange Account	750 0 0	
143	Freight Account	7,866 1 10	
154	General Expenditure	2,045 14 8	
161	Lloyd, Beilby, and Co.	10,000 0 0	
171	Sydney Office	45 0 4	
181	Traversing Crane	4 10 6	
183	Petty Cash	25 0 0	
191	Wheel Standards	2 17 7	
215	Stationery	1,549 4 6	
229	Rent	625 0 0	
235	Furniture	380 19 0	
	Compensation for Land:—		
233	Sydney	3,222 0 0	
245	Liverpool	150 0 0	
247	Campbelltown	508 10 0	
251	Permanent Way Account	7,194 16 4	
263	Plant Account	63,807 1 3	
280	Advance to J. Ball	20 0 0	
301	Printing	91 1 3	
311	Rolling Stock Account	1,888 16 5	
321	Machinery	41 6 0	
336	Store Account	2,938 0 2	
347	Station Sidings	399 7 5	
	Wages	2,845 14 3	
	Permanent Way Repairs	719 9 10	
	Salaries Account	10,081 10 9	
	Advance to Roads Account	27 10 0	
		139,738 3 0	
NORTHERN LEDGER.			
	Salaries	1,423 0 11	
	Hunter River Railway Company	3,492 15 1	
	Compensation for Land	280 0 0	
	Wm. Wright, Contractor	16,605 4 2	
	General Expenditure	583 17 3	
	Wages Account	1,786 8 10	
	Stores Account	559 4 9	
	Locomotive Expense Account	12 14 0	
	Advance to Station Masters	12 0 0	
	Freight Account	2,016 3 11	
	Stationery	102 13 1	
	Printing	92 6 4	
	Railway Surveys	143 14 11	
	Rolling Stock Account	263 2 3	
	Station Plant Account	196 17 3	
	Duplicates to Stores	1 2 7	
	Station Buildings	228 1 5	
	Permanent Way Account	3,800 17 0	
	Mark Faviell	454 7 0	
	Bank of Australasia	220 8 9	
		32,344 19 6	
		£ 172,083 2 6	£ 172,083 2 6

JOHN H. BARLOW,
Accountant.

1859.

Legislative Assembly.

NEW SOUTH WALES.

PARISH AND MAIN ROADS OF THE COLONY.

(PETITION RELATIVE TO THE BROAD WHEELS ACT.)

Ordered by the Legislative Assembly to be Printed, 29 November, 1859.

To the Honorable the Legislative Assembly, in Council assembled.

The humble Petition of the undersigned Freeholders, Householders, and Travellers over the Parish and Main Roads of the Colony,—

SH EWETH :—

That your Petitioners are very much oppressed by the exorbitant Tolls demanded under the Broad Wheels Act, and pray that the said Act may be repealed, it being unsuited to the Colony—the Roads not being generally macadamized, and broad wheels over soft and bad Roads increase the weight. That it requires two animals to do the work of one, to the great injury of both producer and consumer.

That your Petitioners believe that Weigh-bridges should be constructed at the principal Toll-gates, and regulations made to prevent persons from overloading, as one overladen vehicle does more injury to Roads than twenty empty or moderately laden ones.

That it is difficult in many cases to define to what class of carriage some vehicles belong; it would be more convenient and satisfactory to rate the Toll according to the number of animals, weight, and number of wheels.

Your Petitioners therefore pray that your Honorable House will take the premises into your consideration, and grant to your Petitioners such relief as to your Honorable House may seem meet.

And your Petitioners, as in duty bound, will ever pray, &c.

[Here follow 497 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

ROAD FROM ULLADULLA TO SHOALHAVEN.

(CORRESPONDENCE RELATIVE TO.)

Ordered by the Legislative Assembly to be Printed, 15 December, 1859.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 28 September, 1859, praying that His Excellency the Governor General would be pleased to cause to be laid upon the Table of this House,—

“ Copies of all Correspondence that has taken place between
 “ the Government and the Bench of Magistrates at Ulladulla,
 “ on the subject of the expenditure of the Grant for the
 “ formation of the Road leading from that place to Shoalhaven ;
 “ a copy of the Proclamation, if any ; also a copy of any
 “ Instruction that may have been given to David Warden, Esq.,
 “ J. P., or any other gentleman, relative to the said Road, and
 “ any other Correspondence which they have bearing on the
 “ same subject.”

(*Mr. Garrett.*)

SCHEDULE.

NO.	PAGE.
1. Colonial Secretary to Bench of Magistrates, Shoalhaven, respecting funds for Road. 25 August, 1856	3
2. Auditor General to Secretary for Lands and Public Works (2 enclosures). 16 October, 1856	3
3. Under Secretary for Lands and Public Works, in reply. 24 October, 1856	4
4. Do. to J. Thomson, Esq., M. P., on same subject. 24 October, 1856	4
5. Do. to Bench of Magistrates at Shoalhaven. 25 October, 1856	4
6. Petition from Inhabitants of Ulladulla for survey of Road. 27 August, 1857	5
7. Do. to do. 23 November, 1857	5
8. Surveyor General in reply. 14 December, 1857	6
9. Do. to Surveyor Cuthill. 14 December, 1857	6
10. Mr. Surveyor Cuthill, in reply. 20 February, 1858.. .. .	6
11. Under Secretary for Lands and Public Works to Bench, Shoalhaven, respecting funds for Roads. 2 December, 1858	7
12. David Warden, Esq., J. P., to Surveyor General, respecting survey of Road. 8 February, 1859	7
13. D. Warden, Esq., J. P., to Surveyor General, respecting survey of Road. 26 March, 1859 ..	7
14. Surveyor General, in reply. 9 April, 1859	8
15. D. Warden, Esq., J. P., in reply. 22 April, 1859	8
16. Under Secretary for Lands and Public Works to Bench, Shoalhaven, respecting funds for Road. 6 May, 1859	8
17. Petition from Inhabitants, Shoalhaven, for survey of Road. 1 September, 1859	9
18. Under Secretary for Lands and Public Works to J. Garrett, Esq., M. P., in reply. 3 Sep- tember, 1859	9
19. Acting Surveyor General's Report respecting Road. 28 September, 1859	10
20. Under Secretary for Lands and Public Works to J. Garrett, Esq., M. P. 7 October, 1859 ..	10
21. Proclamations (2) of portions of Road between Ulladulla and Shoalhaven, dated 22 October, 1852, and 17 June, 1854	10

ROAD FROM ULLADULLA TO SHOALHAVEN.

No. 1.

COLONIAL SECRETARY to THE BENCH OF MAGISTRATES, SHOALHAVEN.

*Colonial Secretary's Office,
Sydney, 25 August, 1856.*

GENTLEMEN,

I am directed to inform you that a sum of £380 has been allotted for the repair of the road from Shoalhaven to Ulladulla, and that it is proposed that the money shall be expended under the superintendence of the Magistrates at Shoalhaven and some of the residents at Ulladulla, assisted by Mr. Assistant Surveyor Shone, and I am to request that you will afford your assistance for this purpose accordingly.

I have, &c.,
W. ELYARD.

THE BENCH OF MAGISTRATES,
Shoalhaven.

No. 2.

AUDITOR GENERAL to THE SECRETARY FOR LANDS AND PUBLIC WORKS.

*Audit Office,
Sydney, 16 October, 1856.*

SIR,

I have the honor to transmit herewith, a letter addressed to me by the Honorable the Colonial Secretary; authorising the issue of £380 for the repair of the road between Shoalhaven and Ulladulla, together with the copy of one received from Mr. J. Thomson, M.P., giving the names of four gentlemen willing to superintend the work, and would feel obliged by being informed whether the amount may be issued to these gentlemen as recommended by Mr. Thomson.

I have, &c.,
W. C. MAYNE,
A.G.

THE HONORABLE THE SECRETARY
FOR LANDS AND PUBLIC WORKS.

[Enclosure 1 in No. 2.]

*Colonial Secretary's Office,
Sydney, 8 October, 1856.*

Sir,

For your information and guidance, I have the honor to transmit the copy of a letter addressed to the Surveyor General, authorizing the sum of £380 to be expended on the repairs of the road from Shoalhaven to Ulladulla.

It has been arranged that the money shall be expended under the direction of the Shoalhaven Magistrates, and one or two persons at Ulladulla, with the assistance of the Surveyor of the District.

I have, &c.,
W. ELYARD.

The Auditor General.

[Enclosure 2 in No. 2.]

Sydney, 7 October, 1856.

Sir,

I have the honor to forward you the names of gentlemen forming a Committee approved of by the Bench of Magistrates at Shoalhaven, for the purpose of superintending the expenditure of the money granted by the Government for the improvement of the road between Shoalhaven and Ulladulla, viz.,—Messrs. W. H. Wason, David Warden, John Kendall, and William Secombe, and beg to recommend that such sums of money be paid over to those gentlemen.

I have, &c.,
JAMES THOMSON, J.P.

The Auditor General.

No. 3.

No. 3.

UNDER SECRETARY FOR LANDS AND PUBLIC WORKS to THE AUDITOR GENERAL.

*Department of Lands and Public Works,
Sydney, 24 October, 1856.*

SIR,

In acknowledging the receipt of your letter of the 16th instant, forwarding a copy of a communication from Mr. Thomson, relative to the issue of funds for the repair of the road between Shoalhaven and Ulladulla, I am directed to inform you that the £380 allowed for the repair of that road was to have been expended under the superintendence of the Shoalhaven Magistrates, associated with other gentlemen, and the Government Surveyor.

Messrs. W. H.
Wason, David
Warden, John
Kendall, W.
Secombe.

2. As, however, Mr. Thomson states that the gentlemen named in the margin have been approved of by the Bench, for the purpose of superintending the expenditure of the money in question, his request that the money may be issued to them may be complied with, adding the name of the local surveyor (Mr. Shone.)

I have, &c.,

MICL. FITZPATRICK.

THE AUDITOR GENERAL.

No. 4.

UNDER SECRETARY FOR LANDS AND PUBLIC WORKS to J. THOMSON, ESQ., M.P.

*Department of Lands and Public Works,
Sydney, 24 October, 1856.*

SIR,

With reference to your communication of the 7th instant, addressed to the Auditor General, relative to the issue of funds for the repair of the road between Shoalhaven and Ulladulla, I am directed to inform you that the £380 allowed for the repair of that road was to have been expended under the superintendence of the Shoalhaven Magistrates, associated with other gentlemen, and the Government Surveyor.

2. As, however, you state that the gentlemen named in the margin have been approved of by the Bench, for the purpose of superintending the expenditure of the money in question, your request, that the money may be issued to them has been complied with, adding the name of the local surveyor (Mr. Shone.)

I have, &c.,

MICL. FITZPATRICK.

J. THOMSON, ESQ., M.P.,
Sydney.

No. 5.

UNDER SECRETARY FOR LANDS AND PUBLIC WORKS to THE BENCH OF MAGISTRATES,
SHOALHAVEN.

*Department of Lands and Public Works,
Sydney, 25 October, 1856.*

GENTLEMEN,

With reference to a communication addressed to you by the Honorable the Colonial Secretary, dated the 25th August last, relative to the repair of the road between Shoalhaven and Ulladulla, I am directed to inform you that as Mr. Thomson, M.P., states in a letter addressed by him to the Auditor General, that the gentlemen named in the margin have been approved of by you, for the purpose of superintending the expenditure of the £380 allowed for the repair of the road in question, the money will be issued to them for that purpose, adding the name of the local surveyor (Mr. Shone.)

Messrs. W. H.
Wason, David
Warden, John
Kendall, and W.
Secombe.

I have, &c.,

•MICL. FITZPATRICK.

THE BENCH OF MAGISTRATES,
Shoalhaven.

No. 6.

JOHN KENDALL, ESQ., to THE SURVEYOR GENERAL.

*Kendall Dale, Ulladulla,
27 August, 1857.*

SIR,

I herewith enclose a Petition entrusted to me by the Petitioners therein mentioned for your consideration.

I have, &c.,

THE SURVEYOR GENERAL.

JOHN KENDALL.

[Enclosure in No 6.]

To the Surveyor General of the Colony of New South Wales.

The humble Petition of the undersigned Landowners and Inhabitants of Ulladulla and its vicinity,—

RESPECTFULLY SHEWETH:—

That the line of road near the "Big Hill," in the county of St. Vincent, colored "green" on the plan or sketch hereunto annexed, is the line of road presently used by the public.

That such line of road, owing to the abundant land springs, is altogether impassable for vehicles in wet weather.

That the traffic along the said road is considerable and daily increasing.

That the line of road marked "pink" on the said sketch is the original road, and was used for many years by the Inhabitants, prior to the alienation by the Crown to one David Warden, of fifty acres of land through which the said road passed.

Your Petitioners respectfully submit, that much advantage would be derived by the public, in the restoration of the said road to its original course.

And, therefore, humbly pray that the Surveyor General will be pleased to take the matter into early consideration, and cause the District Surveyor to set out the said road, or to afford such relief in the premises as to the Surveyor General shall seem meet.

And your Petitioners will ever pray, &c.

[Here follow 42 Signatures.]

No. 7.

INHABITANTS OF ULLADULLA to THE SURVEYOR GENERAL.

Ulladulla, 23 November, 1857.

SIR,

We, the undersigned, being desirous of purchasing land in the neighborhood of Ulladulla, and there being none now surveyed, the whole of the lands put up for sale on the 28th ult., at Shoalhaven, having been sold, we respectfully request that you will instruct the Licensed Surveyor, Mr. Cuthill, who is now on the spot, to survey all available land in the vicinity into suitable sized farms.

We also beg to call your attention to the road between Armstrong's Forest and Ulladulla, part of which has been surveyed and proclaimed, but a portion of about 3 miles from Ulladulla has never been so; and the surveyor being now in the neighborhood, we trust that instructions will be given him to survey the said road up to the township.

We have, &c.,

W. H. WASON, J.P.
JOHN KENDALL
DAVID WARDEN, J.P.
WILLIAM TUCKERMAN.
MILES BERRY.
HENRY CLAYTON.

THE SURVEYOR GENERAL,
Sydney.

No. 8.

No. 8.

SURVEYOR GENERAL to THE INHABITANTS OF ULLADULLA.

*Surveyor General's Office,**Sydney, 14 December, 1857.*

GENTLEMEN,

I have to acknowledge the receipt of your communication of 23rd ultimo, and, in reply, to inform you that Mr. Licensed Surveyor Cuthill has been directed to measure all the available land in the vicinity of Ulladulla, so soon as he shall have completed a survey at Nelligen, urgently required.

2. Mr. Cuthill has also been instructed to survey the portion of the road from Armstrong's Forest to Ulladulla, which has not as yet been proclaimed.

I am, &c.,

GEO. BARNEY,

S. G.

W. H. WASON, ESQ., AND OTHERS.

No. 9.

SURVEYOR GENERAL to MR. LICENSED SURVEYOR CUTHILL.

*Surveyor General's Office,**Sydney, 14 December, 1857.*

SIR,

I request that, on the application of Messrs. Wason, Kendall, and others, you will be good enough to measure all the available land in the vicinity of Ulladulla, being careful to preserve all water which may be required for general use, as directed by my circular on the subject, and to provide ways of access to all portions which you may measure.

2. You will also survey for proclamation the road from Armstrong's Forest to Ulladulla, from the point to which it has already been proclaimed at the south boundary of a portion of 35 acres recently sold, into and along one of the streets of Ulladulla to the vicinity of the landing-place.

3. It will be competent to you to recommend divergencies from the existing road should you consider such to be desirable, being careful of course not to infringe the conditions of the Act of Council 4 Wm. 4th, No. 11, an extract from the 2nd clause of which, with a form of a book of reference, by which your plan of the road will be accompanied, is herewith enclosed for your guidance.

4. As, however, the survey of the site of Nelligen is more urgent than the duties now committed to you, you are at liberty to postpone the latter until you shall have completed the former.

I am, &c.,

GEO. BARNEY,

S. G.

MR. LICENSED SURVEYOR CUTHILL.

No. 10.

MR. LICENSED SURVEYOR CUTHILL to THE SURVEYOR GENERAL.

Ulladulla, 20 February, 1858.

SIR,

As instructed in your letter of the 14th December, 1857, No. 1564, I have measured 15 more farms in the vicinity of Ulladulla, and I have paid particular attention to the directions with regard to providing ways of access to all these farms. Water may be found in every one of them by digging.

2. There appears to have been an oversight committed in surveying Tuckerman's eastern farm of 83 acres, as there was no road reserved along the north side of it.

3. The inhabitants are all anxious to obtain a road there, and Mr. Tuckerman is quite willing to allow one to be made, and would assist in clearing it, provided the present road (which being through a swamp is little used) is closed. I consider that this alteration would be a public benefit, and, therefore, I strongly recommend it.

I have, &c.,

JAMES CUTHILL,

L. S.

THE SURVEYOR GENERAL.

No. 11.

ROAD FROM ULLADULLA TO SHOALHAVEN.

7

No. 11.

UNDER SECRETARY FOR LANDS AND PUBLIC WORKS to BENCH OF MAGISTRATES,
SHOALHAVEN.

*Department of Lands and Public Works,
Sydney, 2 December, 1858.*

GENTLEMEN,

Referring to your letter of the *19th October last, on the subject of the distribution of the road grant for the current year for certain roads in the Shoalhaven, Moruya, and Kiama Districts, I am directed to inform you that the Secretary for Land and Public Works has now been pleased to approve of the following distribution of the money to be expended on the undermentioned roads under the charge of the Benches of Magistrates of the districts in which they are respectively situated, viz. :—

Shoalhaven District.

From Shoalhaven to the Duras Water, 70 miles of road, at £10 per mile ... £700
From Shoalhaven to the Crooked River, on the road to Kiama, 10 miles,
@ £14 $\frac{1}{2}$ mile 140

Moruya District.

From Moruya to the Duras Water, 35 miles, @ £10 $\frac{1}{2}$ mile 350

Kiama District.

From Kiama to the Crooked River, 12 miles, @ £14 $\frac{1}{2}$ mile 168

2. I am to point out to you, that, as the sum of £429 has been already placed to your credit in the Joint Stock Bank, under the former distribution of this grant, as explained to you in my circular letter of the 30th September last, you have only to receive a further sum of £411 to make up the whole amount now apportioned for the roads in your district before-named.

I have, &c.,

M. FITZPATRICK.

THE BENCH OF MAGISTRATES,
Shoalhaven.

No. 12.

DAVID WARDEN, ESQ., J.P., to SURVEYOR GENERAL.

Ulladulla, 8 February, 1859.

SIR,

In reference to your letter, 14th December, 1857, there has been no surveyor sent to survey the portion of road from Ulladulla to Armstrong's Forest, which has not yet been proclaimed, and as the Government has granted a sum of money to open out the road which cannot be done before the road is proclaimed.

I have, &c.,

DAVID WARDEN, J.P.

THE SURVEYOR GENERAL,
Sydney.

No. 13.

DAVID WARDEN, ESQ., J.P., to SURVEYOR GENERAL.

Ulladulla, 26 March, 1859.

SIR,

I am requested by the Shoalhaven and Ulladulla Road Committee to draw your attention to my letter dated the 8th February, and beg your earliest attention to the same. The Committee has been compelled to stop the work of opening the road till it is surveyed.

I have, &c.,

DAVID WARDEN,
Chairman.

THE SURVEYOR GENERAL, *
Survey Office,
Sydney.

No. 14.

No. 14.

SURVEYOR GENERAL to DAVID WARDEN, Esq., J.P.

*Surveyor General's Office,
Sydney, 9 April, 1859.*

SIR,

In reference to your letter of the 8th February last, I beg to inform you that Mr. Licensed Surveyor Cuthill having been superseded, there is at present no surveyor in the District in which the portion of road from Ulladulla to Armstrong's Forest, to which you refer, is included.

I have, &c.,

GEO. BARNEY,

Surveyor General.

D. WARDEN, Esq., J.P.,
Ulladulla.

No. 15.

DAVID WARDEN, Esq., J.P., to SURVEYOR GENERAL.

Ulladulla, 22 April, 1859.

SIR,

I do myself the honor to acknowledge the receipt of your letter of the 9th inst., with reference to the suspension of Mr. Surveyor Cuthill.

I would therefore beg to suggest that Mr. Secombe, Mr. Kendall, and myself, who have been appointed to see the contract for forming the road from this township to Armstrong's Forest carried out, are qualified, from our long experience in the district, to decide upon the line of road best suited to the wants of the public, so that when a surveyor has been appointed in the place of Mr. Cuthill, it will be ready for his inspection.

As the time within which the amount voted by Parliament must be expended, has nearly expired, I trust that no unnecessary delay will interfere to prevent your reply to this communication.

I have, &c.,

DAVID WARDEN, J.P.

THE SURVEYOR GENERAL,
&c., &c., &c.

No. 16.

UNDER SECRETARY FOR LANDS AND PUBLIC WORKS to BENCH OF MAGISTRATES,
SHOALHAVEN.

(Circular.)

*Department of Lands and Public Works,
Sydney, 6 May, 1859.*

GENTLEMEN,

The General Road Vote for 1859 having passed the Legislative Assembly, I am directed by the Honorable the Secretary for Lands and Public Works to inform you, that the sum of four hundred and ninety pounds has been allotted for the repair of the road (70 miles) from Nowra (*via* Ulladulla) to Duras Water, and that the Secretary to the Treasury has been requested to give you a Cash Credit for the same in the Joint Stock Bank.

2. Mr. Secretary Robertson is desirous of suggesting to you, that should there be persons of active habits and respectable character resident near the line of road, and directly interested in the successful employment of the means placed at your disposal, it would be desirable to associate two or three of them with you in the actual superintendence of the contemplated repairs.

3. I am also instructed to intimate to you, that to avoid confusion in the Public Accounts, it has been resolved not to keep appropriations of this character open for an indefinite period. Any portion therefore of the sum now placed at your disposal which may not have been expended, or contracted to be expended, on or before the 30th June, 1860, will be regarded as having lapsed.

4. It is most essential that the Clerk of your Bench should keep accurate accounts of the expenditure of this money, and that you should transmit such accounts, quarterly, to the Auditor General, accompanied by the proper vouchers for the expenditure. The
accounts

ROAD FROM ULLADULLA TO SHOALHAVEN.

accounts so rendered should be attested by the declaration of the Clerk, in the usual way, and should be certified by you as having been examined and found to correspond with the several authorised entries in the books kept by him for that purpose. They should, moreover, be kept wholly distinct from accounts of the expenditure of sums of public money entrusted to you for any other purpose.

5. With a view to meet your convenience, it has been arranged that the credit given you for this purpose shall be drawn by cheques, signed by any two of the members of your Bench, or of the persons associated with you as above suggested, and countersigned by the Clerk of the Bench. To enable the Bank to judge of the authenticity of the cheques presented to them for payment, it will be necessary (if not already done) that the Clerk of your Bench should, before any such cheque is drawn, send to the Bank a specimen of his autograph, or usual signature, as well as his name in full.

6. In order to ensure accuracy, and to simplify the keeping of the accounts, I am directed to request that no cheques on account of the road appropriations may be drawn except in the forms of cheque to be supplied for the purpose by the Secretary to the Treasury.

I have, &c.,

M. FITZPATRICK.

THE BENCH OF MAGISTRATES,
Shoalhaven.

No. 17.

To the Honorable John Robertson, Esq., M.P., Minister for Lands and Public Works.

The Petition of the undersigned Inhabitants of Shoalhaven,—

SHEWETH:—

That your Petitioners are much interested in the repair of the Southern Road, from Shoalhaven to Ulladulla, &c., &c.

That a sum of money has been in the hands of the Bench here for a considerable time for the repair of said road, but that nothing has as yet been expended on that portion of it between Nowra and what is known as The Falls, in consequence of no road having ever been officially marked, and there being several lines which have been for a certain distance used as the road to the south.

That a line has now been marked out by the Bench, which is admitted by all parties to be the best line that can be obtained, and that it is very desirable that a Government Surveyor be at once appointed to go over this part of the Southern Road, (a distance of six miles) and if approved of by him, that it should be at once proclaimed; the line proposed passes entirely through Government land.

Your Petitioners pray that you will take the premises into your immediate favorable consideration, and appoint Mr. Rowland, the Government Surveyor at present in this District, to examine and report upon the said portion of road, in order that the necessary work upon it may be immediately proceeded with.

And your Petitioners will ever pray.

[Here follow 59 Signatures.]

No. 18.

UNDER SECRETARY FOR LANDS AND PUBLIC WORKS to J. GARRETT, ESQ., M.L.A.

Department of Lands and Public Works,
Sydney, 3 September, 1859.

SIR,

With reference to the Petition presented by yourself and Messrs. Biddulph and Moss, from certain inhabitants of Shoalhaven, praying for the survey and proclamation of a road between Nowra and The Falls, I am directed to apprise you that the same has been referred for the report of the Acting Surveyor General, and that when that officer's reply has been obtained a further communication will be addressed to you.

I have, &c.,

M. FITZPATRICK.

JOHN GARRETT, ESQ., M.L.A.,
Legislative Chambers.

No. 19.

REPORT.

I see no objection to having this road surveyed, and in fact I have had it in contemplation to have such a survey made.

There are, however, so many road surveys of greater urgency and requiring more consideration, waiting Mr. Rowland's completion of the Shoalhaven and Goulburn road survey, that I think it expedient to employ another officer on this survey, now under reference. I have accordingly issued instructions to Mr. Licensed Surveyor Parkinson to make this survey.

A. G. McLEAN,
Acting Surveyor General.

B.C.—28 *Sept.*, 1859.

No. 20.

UNDER SECRETARY FOR LANDS AND PUBLIC WORKS to J. GARRETT, ESQ., M.L.A.

*Department of Lands and Public Works,
Sydney, 7 October, 1859.*

SIR,

Alluding to my letter of the 3rd ultimo, on the subject of the Petition presented by yourself and Messrs. Biddulph and Moss, praying for the survey and proclamation of the road between Nowra and The Falls, I am now directed to apprise you that Mr. Licensed Surveyor Parkinson has been instructed to make a survey of the road in question.

I have, &c.,

M. FITZPATRICK.

J. GARRETT, ESQ., M.P.,
Legislative Assembly.

No. 21.

The undermentioned *portions* only of the Road between Ulladulla and Shoalhaven, have been proclaimed :—

*Colonial Secretary's Office,
Sydney, 22 October, 1852.*

ROADS.

WITH reference to the Government Notice of the 10th August last, relative to the intention of the Government to open a certain parish road from the occupied portion of the district of Ulladulla to the township of that name; Notice is hereby given, that as no objections have been made within the period allowed by law to the line in question, His Excellency the Governor General, with the advice of the Executive Council, has been pleased to confirm the said road as already notified, in conformity with the Act of Council, 4th William IV., No. 11, intituled, "*An Act for making, altering, and improving the Roads throughout the Colony of New South Wales, and for opening and improving the Streets in the Towns thereof,*" and it is hereby declared expedient to open and make the said road according to the map or plan and book of reference thereof, to be seen at the Office of the Surveyor General, Sydney, and at the Police Office, Glen Duart, Broulee, and all persons intending to claim compensation in respect of the said line are hereby reminded that notice must be served upon the Colonial Secretary within forty days from the date hereof, in the manner and form provided by the 8th section of the Act above referred to, or they will be for ever foreclosed from such claim.

By His Excellency's Command,

E. DEAS THOMSON.

*Colonial Secretary's Office,
Sydney, 17 January, 1854.*

ROADS.

WITH reference to the Government Notice, dated 20th September last, relative to the opening and making of a parish road, being in continuation of the line of road from Ulladulla to Coorobya Creek, notice is hereby given, in accordance with the Act of Council 4th William IV., No. 11, intituled "*An Act for making, altering, and improving the Roads throughout the Colony of New South Wales, and for opening and improving the Streets in the Towns thereof*," that no objections having been made to the said road, in conformity with the said Act, His Excellency the Governor General, with the advice of the Executive Council, has been pleased to confirm the said road; and it is, therefore, hereby declared expedient to open and make the road referred to, according to the map or plan and book of reference, to be seen at the Office of the Surveyor General, in Sydney, and at the Police Office, Moruya; and all persons intending to claim compensation, in respect of the said line, are hereby reminded that notice must be served upon the Colonial Secretary within forty days from the date hereof, in such manner and form as are provided by the sixth section of the Act above referred to, or they will be for ever foreclosed from such claim.

By His Excellency's Command,

E. DEAS THOMSON.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

MUDBANK AND COOK'S RIVER ROAD TOLL-BAR.

(PETITION OF INHABITANTS OF REDFERN MUNICIPALITY.)

Ordered by the Legislative Assembly to be Printed, 17 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the Inhabitants of the Redfern Municipality, of New South Wales,—

MOST HUMBLY SHEWETH:—

That whereas the Trustees of the Mudbank and Cook's River Road have erected a Toll-bar and buildings on the junction of three of the principal streets within the Municipality, namely, Redfern and Botany streets, adjoining Botany Road—the said Toll-bar and buildings being a great inconvenience to your Petitioners, and also an immense injury to their property—your Petitioners most respectfully beg that your Honorable House will take their case into your favorable consideration (seeing the great injustice of compelling a large portion of the inhabitants to pay both taxes and toll-bar dues) and pass an Act to amend the 82nd clause of the Municipalities Act of 1858, so as to give to Municipal bodies the power of taking charge of whatever roads, within the boundary of any Municipality, that may be in the hands of any Road Trust, or cause such measures to be taken as to your Honorable House may seem fit; and your Petitioners, as in duty bound, will ever pray.

[*Here follow 535 Signatures.*]

Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

SUBORDINATE ROADS OF NEW SOUTH WALES.

(CLASSIFICATION AND PROPOSED EXPENDITURE FOR 1860.)

Ordered by the Legislative Assembly to be Printed, 3 April, 1860.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 28 February, 1860, praying that His Excellency the Governor General would be pleased to cause to be laid upon the Table of this House,—

“ A Return or Classification of Roads in New South Wales, with the
 “ proposed Expenditure, for the year 1860, similar to the Return
 “ ordered by this Assembly to be printed, 21 December, 1858. ”

(Mr. Cape.)

CLASSIFICATION and proposed Distribution for 1860.

CLASS.	LENGTH IN MILES.		Proposed Expenditure out of £35,000 provided in Estimates for Roads other than Main Roads.
Sydney, or Metropolitan Roads.			
			£
4	7	Road from Sydney to South Head. (Upper South Head Road)...	70
4	5	“ Sydney to Upper South Head Road. (Lower South Head Road) }	50
4	1	“ Upper to Lower South Head Road. (Point Piper Road) }	10
4	1	“ “ “ “ (Glenmore Road) }	10
4	1	“ Lower South Head Road to Darling Point }	10
4	2	“ Point Piper Road to Upper South Head Road. (Edgecliff Road) }	20
4	2	“ Lower South Head Road, near Woollahrah, to Upper South Head Road, near Bellevue }	20
4	4	“ Sydney to Botany Bay... .. }	40
4	5	“ Sydney to Cook's River Dam. (Newtown Road) }	50
4	6	“ Newtown Road, via Enmore and Undercliff Bridge, to George's River Road }	60
5	2	“ Newtown Road, near Church, to Botany Road }	14
5	3	“ Newtown Road, via Unwin's Bridge, to Undercliff Road }	21
5	6	“ Cook's River Dam to Rocky Point }	42
5	8	“ Rocky Point Road, near Dam, to George's River }	56
4	2	“ Main Western Road to City boundary. (Pymont Bridge Road) }	20
4	2	“ Main Western Road to Glebe Island }	20
4	3	“ Main Western Road to Balmain Point }	30
4	9	“ Main Western Road, via Canterbury and Saltpan Creek, to George's River }	90
5	19	“ St. Leonard's to Pitt Water }	133
4	3	“ Manly Cove to Pitt Water Road. (Northerly) }	30
4	2	“ Manly Cove to Pitt Water Road, at Balgowlah }	20
4	15	“ St. Leonard's to Pennant Hills }	150
4	4	“ Onion's Point to road from Parramatta to Bedlam Ferry }	40
			£ 1,006

NOTES:—The Classification of Roads is not made alone with reference to their relative importance, but has been influenced by the state of repair required, and the amount of money recently expended upon them.
 Where the Road Tolls pass to the Consolidated Revenue, Parliament will be asked to vote the respective amounts for the repair of such Roads.

SUBORDINATE ROADS OF NEW SOUTH WALES.

CLASS.	LENGTH IN MILES.	Northern Roads.		Proposed Expenditure out of £36,000 provided in Estimates for Roads other than Main Roads.
				£
4	17	Road from Newcastle Municipality to Maitland ...	...	170
5	9	" Newcastle Municipality to Maitland and Gosford Road	...	63
5	17	" Stockton to Raymond Terrace ...	...	119
5	5	" Stockton and Raymond Terrace Road to Saltash	...	35
4	31	" Raymond Terrace to Stroud ...	...	310
5	100	" Stroud, <i>via</i> Gloucester, Tinonee, and Cundle, to Port Macquarie	...	700
...	90	" Gloucester, <i>via</i> Nowendoc, to Port Macquarie and Armidale Road	...	.....
5	8	" Tinonee to Wingham (<i>via</i> Tarce Punt)	...	56
5	5	" Raymond Terrace and Stroud Road to Seaham	...	35
5	8	" Seaham to Clarence Town ...	...	56
4	34	" Raymond Terrace and Stroud Road, <i>via</i> Clarence Town and Dungog, to Chichester River...	...	340
5	9	" Clarence Town to half-way house on Raymond Terrace and Stroud Road...	...	63
5	6	" Dungog to Fosterton ...	...	42
5	15	" Dungog to Stroud ...	...	105
5	16	" Raymond Terrace by east side of Williams River to Clarence Town...	...	112
4	8	" Raymond Terrace to Hinton ...	...	80
4	10	" Hinton to Paterson ...	...	100
5	4	" Raymond Terrace and Hinton Road to Seaham	...	28
4	10	" Raymond Terrace to Maitland...	...	100
4	4	" Raymond Terrace and Maitland Road to Morpeth	...	40
5	6	" Raymond Terrace to Hexham ...	...	42
5	53	" East Maitland to Gosford ...	...	371
5	8	" Gosford to Kinumber ...	...	56
5	25	" Gosford to Mangrove Creek, and up that Creek	...	175
4	2	" Morpeth to Largs ...	...	20
4	5	" Morpeth to Four Mile Creek ...	...	50
3	12	" East Maitland to Paterson ...	...	180
5	11	" Maitland and Paterson Road <i>via</i> Dunmore Punt to Seaham	...	77
5	16	" Paterson to Grosford ...	...	112
5	17	" Paterson and Grosford Road to Eccleston ...	...	119
4	5	" West Maitland to East Maitland and Paterson Road	...	50
4	29	" Main Northern Road near West Maitland to Wollombi	...	290
5	11	" Wollombi Road to Congewai ...	...	77
5	29	" Wollombi to Warkworth ...	...	203
5	37	" Wollombi to Wiseman's Ferry...	...	259
4	7	" Main Northern Road, near Anvil Creek, to Glendon Brook	...	70
4	4	" Anvil Creek and Glendon Brook Road to Stanhope	...	40
5	14	" Main Northern Road, near Black Creek, to Cessnock, on Wollombi Road ...	...	98
5	11	" Main Northern Road, near Black Creek, <i>via</i> Glendon, to Main Northern Road near Singleton ...	...	77
3	12	" Main Northern Road, near Munnimba Brook, to Warkworth ...	...	180
5	10	" Warkworth Road to Broke, Wollombi Brook ...	...	70
3	72	" Singleton, <i>via</i> Jerry's Plains, to Merriwa ...	...	1,080
5	5	" Singleton and Jerry's Plains Road to Warkworth	...	35
5	49	" Merriwa to Cassilis ...	...	343
5	15	" Muselebrook to Merton...	...	105
5	15	" Scone towards Wybong Creek ...	...	105
5	8	" Scone to Page's River ...	...	56
4	25	" Main Northern Road at Quirindi, <i>via</i> Currabubula, to Tamworth ...	...	250
...	120	" Tamworth, <i>via</i> Barraba and Bingara, to Warialda	...	.....
...	55	" Main Northern Road at Bendemeer to Bundarra	...	.....
5	115	" Armidale to Tenterfield ...	...	805
...	113	" Armidale, <i>via</i> Byron, to Frazer's Creek	...	.....
5	130	" Port Macquarie, <i>via</i> Waleha, to Armidale	...	910
5	43	" Port Macquarie to Kempsey ...	...	301
4	82	" Kempsey to Armidale ...	...	820
5	135	" Grafton to Armidale ...	...	945
5	115	" Grafton to Tenterfield (New Line) ...	...	805
5	55	" Grafton to Casino ...	...	385
5	70	" Lawrence to Grafton and Tenterfield Road near Tabulam	...	490
				£ 12,605

SUBORDINATE ROADS OF NEW SOUTH WALES.

3

CLASS.	LENGTH IN MILES.		Proposed Expenditure out of £35,000 provided in Estimates for Roads other than Main Roads.
Western Roads.			
			£
4	4	{ Road from Main Western Road to Parramatta River, at Bedlam Ferry }	40
4	10	" Parramatta to Bedlam Ferry }	100
4	1	{ " Parramatta and Bedlam Ferry Road to Pennant Hills Wharf }	10
4	5	" Parramatta to Kissing Point }	50
4	3	" Kissing Point towards Field of Mars Common }	30
5	7	" Parramatta and Kissing Point Road to Castle Hill }	49
1	19	" Parramatta to Windsor... .. }	950
4	4	" Windsor to Pitt Town }	40
5	8	" Parramatta and Windsor Road to Pitt Town }	56
5	20	" Pitt Town to Wiseman's Ferry... .. }	140
5	6	" Pitt Town to Churchill's Wharf }	42
5	4	" Windsor to Wilberforce }	28
5	10	" Wilberforce to Kurrajong }	70
5	10	" Wilberforce to Sackville Reach }	70
3	5	" Windsor to Richmond }	75
3	2	" Richmond to new Bridge }	30
3	19	{ " Main Western Road near Prospect to Richmond. (Blacktown Road) }	285
5	12	" Main Western Road near Penrith to Richmond }	84
5	35	{ " Richmond Bridge to Main Western Road, near Bowenfels. (Bell's Line) }	245
5	9	" Bell's Line to Colo River. (Comleroy Road)... .. }	63
4	15	" Main Western Road, near Penrith, to Bringelly Road }	150
5	10	" Penrith <i>via</i> Regentville and Mulgoa, to Greendale }	70
5	10	{ " Main Western Road, at Little Hartley, <i>via</i> Kanimbla to Gaubenang Swamp }	70
4	29	{ " Hartley, <i>via</i> Fish River Bridge, to O'Connell Plains (Lockyer's Line) }	290
1	80	" Main Western Road, at Bowenfels, to Mudgee	*
5	10	{ " Mudgee Road, near Middle River, to Main Western Road at Meadow Flat }	70
5	50	" Mudgee to Cassilis }	350
5	14	" Mudgee Road to Rylstone }	98
5	21	" Mudgee to Louisa Creek }	147
5	5	" Mudgee and Louisa Creek Road to Richardson's Point }	35
5	24	" Louisa Creek to Pyramul Hill... .. }	168
4	16	" Green Swamp to Bathurst and Sofala Road }	160
2	27	" Bathurst to Sofala }	675
5	15	" Sofala to Mudgee Road... .. }	105
4	17	" Sofala to Tambaroora }	170
5	27	" Tambaroora to Louisa Creek }	189
5	35	" Bathurst to Ophir }	245
5	40	" Bathurst to Tambaroora, <i>via</i> Kellosiel and Lower Turon }	280
2	29	" Bathurst to Carcoar }	725
4	34	" Carcoar to Canowindra... .. }	340
3	31	" Carcoar to Cowra }	465
4	20	" Bathurst to Rockley }	200
5	45	" Bathurst and Rockley Road, <i>via</i> Caloola to Tuena }	315
5	30	" Bathurst towards Goulburn, <i>via</i> Campbell's River }	210
5	29	" Bathurst, <i>via</i> O'Connell Plains, to Fish River Creek... .. }	203
5	12	" Orange to Ophir }	84
4	38	" Orange to Stony Creek... .. }	380
5	50	" Orange to Nanima }	350
5	16	" Stony Creek to Burrendong }	112
5	27	" Stony Creek to Wellington }	189
5	54	" Wellington to Dubbo ... .. }	.....
			£ 9,302

* Provided for in Estimates of Secretary for Public Works.

SUBORDINATE ROADS OF NEW SOUTH WALES.

CLASS.	LENGTH IN MILES.	Southern Roads.		Proposed
				Expenditure out of £35,000 provided in Estimates for Roads other than Main Roads.
				£
4	6	{	Road from Main Western Road, near Parramatta, to Main Southern Road. (Dogtrap Road) ...	60
4	10	{	" Main Western Road, near Parramatta, via Smithfield, towards Cabramatta ...	100
5	3	{	" Main Southern Road, near Irish Town, to Punchbowl Road ...	21
	15	{	" Main Southern Road near Lansdowne Bridge, to Penrith and Bringelly Road. (Orphan School Road) ...	.....
	3	{	" Liverpool to Orphan School Road ...	.....
2	10	{	" Main Southern Road to Campbelltown ...	250
3	6	{	" Campbelltown to Menangle ...	90
2	12	{	" Menangle to Picton ...	300
2	5	{	" Campbelltown to Main Southern Road near Narellan ...	125
4	27	{	" Campbelltown, via Appin, Broughton's Pass, and Mount Keera, to Central Illawarra Municipality.	270
4	11	{	" Broughton's Pass, via Pheasant's Nest, to Main Southern Road ...	110
4	17	{	" Appin, via Rixon's Pass, to Wollongong & Bulli Road	170
4	8	{	" Wollongong Municipality to Bulli ...	80
4	11	{	" Kiama Municipality, via Shoalhaven, to Nowra Municipality ...	110
5	84	{	" Nowra Municipality, via Ulladulla, to Bateman's Bay	588
4	20	{	" Bateman's Bay to Moruya ...	200
5	16	{	" Moruya to Boatally ...	112
5	70	{	" Nowra Municipality, via the Sassafras Range, to Braidwood ...	490
4	10	{	" Main Southern Road at Carne's Hill towards Bringelly	100
5	7	{	" Main Southern Road to Cobbity ...	49
5	18	{	" Picton, via the Oaks, to Burragorang ...	126
4	8	{	" Main Southern Road, near Mittagong, to Bong Bong ...	80
5	12	{	" Bong Bong to Main Southern Road, near Black Bob's Creek ...	84
5	10	{	" Marulan to Bungonia ...	70
..	35	{	" Bungonia to Braidwood and Goulburn Road ...	.....
5	30	{	" Goulburn to Taraiga ...	210
5	60	{	" Goulburn Municipality, via Clear Hills and Laggan, to Tuena ...	420
5	22	{	" Goulburn and Tuena Road, at Pejar, to Binda ...	154
5	40	{	" Goulburn Municipality to Wecho ...	280
5	12	{	" Wecho to Binda ...	84
5	14	{	" Goulburn Municipality, via Wollondilly River, to Mummell ...	98
5	42	{	" Goulburn Municipality, via Collector, to Gundaroo ...	294
5	60	{	" Goulburn Municipality to Braidwood ...	420
5	60	{	" Goulburn and Braidwood Road, via Bangalore Gap, Lake George, and Bungendore, to Queanbeyan	420
5	124	{	" Queanbeyan, via Cooma, to Bombala ...	868
4	50	{	" Bombala to Merimbula ...	500
4	19	{	" Bega, via Jella Jellat, to Merimbula ...	190
5	45	{	" Bombala and Merimbula Road, at Cathcart, to Eden ...	315
5	11	{	" Eden to Sturt ...	77
5	6	{	" Eden and Cathcart Road, via Panbula, to Merimbula Road ...	42
1	31	{	" Braidwood to Clyde River ...	1,550
5	42	{	" Braidwood to Mornya ...	294
5	20	{	" Goulburn Municipality to Windellama ...	140
5	30	{	" Yass to Boorowa ...	210
5	110	{	" Main Southern Road at Bowning, via Binalong Cunnigar, and Murrumboola, to Wagga Wagga ..	770
4	20	{	" Gundagai to Tumut ...	200
3	12	{	" Tumut to Adelong ...	180
3	15	{	" Main Southern Road to Adelong ...	225
4	25	{	" Main Southern Road at Tarcatta to Wagga Wagga ...	250
3	18	{	" Albury Municipality to Howlong ...	270
				£ 12,046

SUBORDINATE ROADS OF NEW SOUTH WALES.

5

SUMMARY of Proposed Distribution.

	£
Sydney or Metropolitan Roads...	1,006
Northern Roads...	12,605
Western Roads ...	9,302
Southern Roads...	12,046
Balance ...	41
TOTAL	£ 35,000

NOTE.—The amount per mile proposed to be expended on each class of Roads is as under :—

1st Class	.. .. .	£50 per mile.
2nd Class	.. .. .	25 "
3rd Class	.. .. .	15 "
4th Class	.. .. .	10 "
5th Class	.. .. .	7 "

SUBORDINATE ROADS WITHIN MUNICIPALITIES.

Proposed provision for six months of 1860, for Roads within Municipalities existing at the date of the preparation of the Schedule of Subordinate Roads.

CLASS.	LENGTH IN MILES.	Roads.	PROPOSED EXPEN- DITURE.
			£
4	4	Sydney to Coogee Bay, (Randwick Road)	20
4	3	Randwick Road to Upper South Head Road at Waverley	15
4	1	Sydney to Glebe Road	5
4	1	Newcastle to boundary of Newcastle Municipality	5
5	1	Newcastle to boundary of Newcastle Municipality	4
4	3	{ Wollongong and Kiama Road towards Appin, to boundary of } Central Illawarra Municipality	15
4	1	Wollongong towards Bulli boundary of Wollongong Municipality	5
4	25	Wollongong to Kiama	125
5	6	Wollongong and Kiama Road to Cordeaux River	21
5	4	Kiama to Mount Brandon	14
5	3	Kiama to Saddle back Range	11
4	12	Kiama towards Nowra to boundary of Kiama Municipality	60
4	2	Nowra towards Kiama to boundary of Nowra Municipality	10
5	4	Geringong to Broughton Creek	14
5	7	Nowra towards Ulladulla to boundary of Nowra Municipality	26
5	10	Nowra towards Braidwood to boundary of Nowra Municipality	35
3	2	Albury to boundary of Albury Municipality	15
			£ 400

1860.

NEW SOUTH WALES.

ROAD TRUST ACCOUNTS.

Presented to both Houses of Parliament, by Command.

SCHEDULE.

NO.		PAGE.
1.	South Head, from 1st January to 30th June, 1858	2
2.	Do. from 1st July to 31st December, 1858	2
3.	Parramatta, from 1st July to 31st December, 1858	3
4.	Do. from 1st January to 30th June, 1859	3
5.	Campbelltown, from 1st July to 31st December, 1858	4
6.	Windsor, from 1st July to 31st December, 1858	4
7.	Do. from 1st January to 30th June, 1859	5
8.	Richmond, from 1st July to 31st December, 1858	5
9.	Do. from 1st January to 30th June, 1859	6
10.	Randwick and Coogee, from 1st January to 30th June, 1858	6
11.	Do. from 1st July to 31st December, 1858	7
12.	Do. from 1st January to 30th June, 1859	7

ROAD TRUST ACCOUNTS.

No. 1.

SOUTH HEAD ROADS TRUST.

THE Commissioners of the South Head Roads Trust Account of Receipts and Disbursements for the half-year ending 30th June, 1858.

DATE.	RECEIPTS.	AMOUNT.	DATE.	DISBURSEMENTS.	AMOUNT.
1858. June 30	To 6 months' rent of Toll Gates	£ s. d. 850 0 0	1858. Jan. 1	By Balance overdrawn at Bank	£ s. d. 376 18 9
			June 30	„ Paid men's wages to this date ..	523 10 9
			„ 30	„ Paid for gravel and road material to this date	154 6 8
			„ 30	„ Paid for fencing dangerous portion of road near Ocean-street	17 16 0
			„ 30	Law expenses	13 15 6
			„ 30	Advertising	6 15 6
			„ 30	Postage	0 10 0
			„ 30	Bank interest on overdraft	12 15 4
				(All as per Vouchers at Office of Commissioners.)	
	To Balance overdrawn	298 1 10	„ 30	Surveyor's Salary	41 13 4
		1,148 1 10			1,148 1 10

Balance against the Commissioners, on the 30th June, 1858, £298 1s. 10d.

For the Commissioners of the South Head Roads Trust,
DANIEL COOPER, Hon. Treasurer.
GERARD PHILLIPS, Hon. Sec.

No. 2.

SOUTH HEAD ROADS TRUST.

THE Commissioners of the South Head Roads Trust Account of Receipts and Disbursements for the half-year ending 31st December, 1858.

DATE.	RECEIPTS.	AMOUNT.	DATE.	DISBURSEMENTS.	AMOUNT.
1858. Dec. 31	To 6 months' rent of Toll Gates	£ s. d. 850 0 0	1858. July 1	By Balance overdrawn at Bank	£ s. d. 298 1 10
			Dec. 31	„ Paid men's wages to this date ..	586 4 6
			„ 31	„ Paid for gravel and road material	141 8 6
			„ 31	Surveyor's Salary to date	50 0 0
			„ 31	Fencing dangerous cliff near Light House	16 10 0
			„ 31	Tools and stationery	5 15 0
			„ 31	Interest on overdraft	11 1 6
				(All as per Vouchers in Commissioners' Office.)	
	Balance overdrawn at Bank	259 1 4			
		1,109 1 4			1,109 1 4

Balance against the Commissioners, on 31st December, 1858, —

DANIEL COOPER, Hon. Treasurer.
GERARD PHILLIPS, Hon. Sec.

No. 3.

ROAD TRUST ACCOUNTS.

3

No. 3.

PARRAMATTA ROAD TRUST.

ABSTRACT of the RECEIPTS and EXPENDITURE of the Commissioners of the Parramatta Road Trust, for the half-year ending 31st December, 1858.

RECEIVED.	AMOUNT.	EXPENDED.	AMOUNT.
	£ s. d.		£ s. d.
Six months' rental of Toll-gate, Broken Back Bridge	202 10 0	Salaries:— Clerk and Treasurer.....	26 11 3
Three months' rental of Toll-gate, Beckett's Bridge, on account of Dogtrap Road, from 1st July to 30th September, @ £5 per month.	15 0 0	Overseer	16 14 0
		Miscellaneous:— Wages for labor	74 12 6
		Forage for horses	28 3 9
		Purchase of tools, stores, &c	0 6 9
		Stationery and advertising	1 15 6
		Repairs to tools, carts, and harness ..	4 15 0
		Chief Commissioner Main Roads ..	75 9 8
		Petty expenses	0 3 6
			185 6 8
Total Receipts	£ 217 10 0	Total Expenditure.....	£ 228 11 11
Balance, 30th June, 1858....	£ 117 1 11	Balance, 31st December, 1858....	£ 106 0 0
	£ 334 11 11		£ 334 11 11

We certify the above Account to be correct,

JAMES BYRNES,
JAMES PYE,
NATHL. PAYTEN, } Commissioners.
F. O. DARVALL, }

Road Trust Office,
Parramatta, 14 February, 1859.

No. 4.

PARRAMATTA ROAD TRUST.

ABSTRACT of all Moneys received, paid, and expended by the Commissioners of the Parramatta Road Trust, for the half-year ending 30th June, 1859.

RECEIVED.	AMOUNT.	EXPENDED.	AMOUNT.
	£ s. d.		£ s. d.
Six months' rental of Toll-gate, at Broken Back Bridge	217 10 0	Salaries:— Clerk and Treasurer.....	18 15 0
From Chief Commissioner of Main Roads, 3 months' rental of Toll-gate on the Dogtrap Road, from 1st October to 31st December, 1858	15 0 0	Overseer	52 0 0
From Chief Commissioner of Main Roads, 12 months' rental of Toll-gate on the Dogtrap Road, from 1st January to 31st December, 1859	60 0 0	Miscellaneous:— Wages for labor	129 4 6
Sale of horse, cart, and harness	8 17 0	Purchase of tools, stores, &c	1 18 6
		Repairs to Toll-houses and gates..	2 10 0
		Law expenses	2 2 0
		Commission to auctioneer.....	1 11 0
			137 6 0
Total Receipts.....	£ 301 7 0	Total Expenditure.....	£ 208 1 0
Balance, 31st December, 1858.....	£ 106 0 0	Balance, 30th June, 1859.....	£ 199 6 0
	£ 407 7 0		£ 407 7 0

We certify the above Account to be correct,

JAMES BYRNES,
JAMES PYE,
NATHL. PAYTEN, } Commissioners.

E. L. ROWLING,
Treasurer.

Road Trust Office,
Parramatta, 10 August, 1859.

No. 5.

No. 5.

CAMPBELLTOWN ROAD TRUST.

THE Commissioners of the Campbelltown Road Trust in Account Current for the half-year ending 31st December, 1858.

Dr.

Cr.

PARTICULARS OF SUMS RECEIVED.	AMOUNT.	DATE.	PARTICULARS OF SUMS EXPENDED.	AMOUNT.
	£ s. d.			£ s. d.
To Balance on the 1st January, 1859, brought forward from last account	24 3 4	Aug. 7	By Cash for wages as per Voucher 1	19 10 0
„ Six months' rent of Denham Court Toll-gate from the 1st July to 31st December, 1858..	65 0 0	„ 21	„ Do. do. 2	1 15 0
		Sept. 4	„ Do. do. 3	34 10 0
		„ 30	„ Do. Secretary's salary do. 4	5 0 0
		Oct. 2	„ Do. For wages do. 5	0 10 0
		Dec. 1	„ Do. To Mr. Fisher do. 6	0 16 0
		„ 11	„ Do. For wages do. 7	11 18 0
		„ 14	„ Do. Thomas North do. 8	0 10 0
		„ 28	„ Do. John Shea do. 9	3 0 0
		„ 31	„ Do. Mr. Fowler do. 10	0 16 5
		„ 31	„ Do. Secretary's salary do. 11	5 0 0
			„ Balance	5 17 11
	£ 89 3 4			£ 89 3 4

We certify to the correctness of the above Account,

Campbelltown, 20 January, 1859.

WILLIAM FOWLER,
HENRY ROSE,
GEORGE TABER, } Commissioners.

No. 6.

WINDSOR ROAD TRUST.

ACCOUNT OF RECEIPTS and DISBURSEMENTS of the Commissioners of the Windsor Road Trust for the half-year ending 31st December, 1858.

DATE.	RECEIPTS.	AMOUNT.	DATE.	DISBURSEMENTS.	AMOUNT.
1858.		£ s. d.	1858.		£ s. d.
July 1	To Balance on hand 30th June, 1858..	142 4 3	Sept. 16	By paid Charles Hyndes, repairs Windsor Road	1 0 10 0
„ 7	„ Rent of Fitzroy Bridge Tolls for June	28 0 0	„ 30	„ Do. W. Walker, quarter's salary	2 6 5 0
Aug. 7	„ Do. do. do. July	27 0 5	„ 30	„ Do. do. postage and stationery	3 0 5 0
Sept. 8	„ Do. do. do. Aug.	28 0 0	Dec. 15	„ Do. Gilbert Middleton, repairs Fitzroy Bridge	4 29 4 0
„ 30	„ Do. Windsor Ferry for June, July and August	16 6 3	„ 31	„ Do. George Scymour, auctioneer's commission	5 3 2 6
Oct. 11	„ Do. Fitzroy Bridge Tolls for Sept...	25 0 0	„ 31	„ Do. William Abraham, advertising	6 1 7 0
Nov. 11	„ Do. do. do. Oct. ...	24 0 0	„ 31	„ Do. W. Walker, quarter's salary ..	7 6 5 0
Dec. 9	„ Do. do. do. Nov. ...	27 0 0	„ 31	„ Do. do. postage and stationery	8 0 5 0
„ 24	„ Do. Windsor Ferry for September, October and November	16 6 3		Balance on hand	286 13 8
		£ 333 17 2			£ 333 17 2

13 January, 1859.

RICH. RIDGE,
WM. J. CREW,
JOHN WOOD, } Commissioners of the Windsor Road Trust.

ROAD TRUST ACCOUNTS.

5

No. 7.

WINDSOR ROAD TRUST.

RECEIPTS and DISBURSEMENTS of the Windsor Road Trust Commissioners from the 1st day of January to the 30th day of June, 1859.

Dr.			Cr.		
1859.		£ s. d.	1859.	No. of Voucher.	£ s. d.
Jan. 1	To Balance on hand, 31st December, 1858	286 13 8	Mar. 25	By paid wages, repairs Windsor Road	1 4 0 0
" 7	" Rent of Fitzroy Bridge Tolls for December, 1858	28 0 0	" 25	" A. O'Malia, repairs Richmond Road	2 1 14 0
Feb. 7	" Ditto, January, 1859	22 18 4	April 9	" wages, repairs Windsor Road	3 3 0 0
March 8	" Ditto, February, 1859	22 18 4	" 20	" W. Walker, quarter's salary, due 31st March	4 6 5 0
April 7	" Rent of Windsor Ferry Tolls for December, 1858, and January, February, and March, 1859	21 15 0	" 20	" Do., postages and stationery ..	5 0 5 0
" 7	" Ditto Fitzroy Bridge Tolls for March, 1859	22 18 4	" 20	" Carroll and Stubbs, repairs Richmond and Windsor roads	6 26 16 6
May 7	" Ditto, April, 1859	22 18 4	" 20	" Reading & Wellbank, printing	7 0 14 4
June 7	" Ditto, May, 1859	22 18 4	" 20	" Chas. Hyndes, repairs Windsor Road	8 0 10 0
			May 14	" wages, punt approaches	9 3 0 0
			" 21	" do. do. and Windsor Road	10 2 17 6
			" 24	" J. Clark, repairs Fitzroy Bridge	11 1 0 0
			" 24	" Hy. Hough, drawing timber to Fitzroy Bridge	12 1 0 0
			" 24	" L. G. Drew, timber	13 9 1 3
			" 28	" A. O'Malia, gravel, Richmond Road	14 4 1 0
			" 28	" wages, Richmond Road	15 2 10 0
			" 28	" H. Greentree, felling trees, Windsor Road	16 4 0 0
			June 4	" A. O'Malia, drawing gravel, Richmond Road	17 1 1 0
			" 4	" John Mills, do., Punt Hill, Windsor	18 2 17 0
			" 4	" wages, Richmond Road	19 3 0 0
			" 4	" J. Houlding, drawing gravel, Richmond Road	20 2 8 0
			" 18	" J. Skinner, removing saplings, Windsor Road	21 3 0 0
			" 23	" J. Mills, drawing gravel, Richmond Road	22 7 7 0
			" 30	" Carroll & Stubbs, repairs, &c., bridge, Windsor Road	23 44 0 0
			" 30	" W. Walker, quarter's salary ..	24 6 5 0
			" 30	" Do., postages and stationery ..	25 0 5 0
			" 30	By Balance in hand	310 2 9
		£ 451 0 4			£ 451 0 4

RICH. RIDGE,
J. DOWE,
JOHN WOOD,
WM. J. CREW, } Commissioners of the
Windsor Road Trust.

No. 8.

RICHMOND ROAD TRUST.

RECEIPTS and DISBURSEMENTS of the Commissioners of the Richmond Road Trust for the half-year ending 31st December, 1858.

DATE.	RECEIPTS.	AMOUNT.	DATE.	DISBURSEMENTS.	AMOUNT.
1858.		£ s. d.	1858.		£ s. d.
July 1	Balance on hand 30th June	283 10 1	July 7	Paid Thomas Douglass, cutting down Church Hill, on account	1 100 0 0
" 13	" Rent of Blacktown Tolls, for June	13 10 0	Sept. 1	" " further	2 50 0 0
" 13	" " Richmond Ferry, for June, July, and August	70 15 0	Oct. 6	" " balance	3 100 0 0
Aug. 5	" " Blacktown Tolls, for July	13 10 0	" 6	" W. Walker, quarter's salary, due 30 September ..	4 6 5 0
Sept. 3	" " " for August ..	13 10 0	" 6	" " postage and stationery	5 0 5 0
Oct. 2	" " " for September ..	13 10 0	Nov. 3	" Thomas Douglass, bridge on road to ferry	6 50 0 0
" 21	" " Richmond Ferry, for September, October, and November	70 15 0	Dec. 31	" William Abraham, advertising	7 1 0 3
Nov. 4	" " Blacktown Tolls, for October ..	13 10 0	" 31	" Margaret Seymour, use of room	8 3 5 0
Dec. 6	" " " for November ..	13 10 0	" 31	" William Walker, quarter's salary	9 6 5 0
			" 31	" " postage and stationery	10 0 5 0
			" 31	Balance in hand	188 14 10
		£ 506 0 1			£ 506 0 1

WM. WALKER,
Secretary.

EDWARD POWELL,
JOSEPH ONUS,
GEO. GUEST, } Commissioners of the
Richmond Road Trust.

No. 9.

No. 9.

RICHMOND ROAD TRUST.

RECEIPTS and DISBURSEMENTS by the Commissioners of the Richmond Road Trust from the 1st day of January to 30th June, 1859.

Dr.			Cr.		
1859.		£ s. d.	1859.	Voucher.	£ s. d.
Jan. 1	To balance on hand, 31st December, 1858..	188 14 10	Mar. 15	By paid John Town—use of land to punt approaches .. 1	7 10 0
" 8	" Rent of Blacktown Bridge Tolls, for December, 1858 ..	13 10 0	" 15	" Thomas Bereton—Repairs, Blacktown Road .. 2	6 3 0
" 12	" Rent of Richmond Ferry, for December, 1858, January and February ..	70 15 0	" 15	" William Parsons, do. .. 3	1 15 0
April 4	" Rent of Blacktown Bridge Tolls, for January, February, and March ..	25 0 0	" 15	" John Dunn do. .. 4	3 5 0
May 5	" Do. do. April ..	8 8 4	May 4	" W. Walker, quarter's salary, due 31st March .. 5	6 5 0
			" 4	" Do. postage and stationery .. 6	0 5 0
			" 4	" Beading and Wellbank—printing .. 7	0 15 3
			June 30	" W. Walker, quarter's salary .. 8	6 5 0
			" 30	" Do. postage and stationery .. 9	0 5 0
			" 30	" John Dunn — Repairs, Blacktown Road .. 10	7 5 0
			" 30	" Balance in hand ..	266 14 11
		£ 306 8 2			£ 306 8 2

EDWD. POWELL, }
GEO. M. PITT, } Commissioners, Richmond
GEO. GUEST, } Road Trust.

No. 10.

RANDWICK AND COOGEE ROAD TRUST.

THE Commissioners of the Randwick and Coogee Road Trust in Account Current for the half-year ending 30th June, 1858.

Dr.			Cr.		
DATE.	PARTICULARS OF SUMS RECEIVED	AMOUNT.	DATE.	PARTICULARS OF SUMS EXPENDED.	AMOUNT.
1858.		£ s. d.	1858.		£ s. d.
Jan. 1	To Balance on hand	190 19 1	Jan. 30	By Wages as per Abstract No. 1	9 9 0
"	" Toll Receipts	239 10 0	Feb. 13	" " " 2	27 13 0
"	" Proportion of Interest per Joint Stock Bank, on Current Account to date, January 1, 1858	1 17 9	" 27	" " " 3	29 4 6
			Mar. 13	" " " 4	23 6 6
			" 27	" " " 5	29 9 6
			April 10	" " " 6	14 19 0
			" 24	" " " 7	16 7 6
			May 8	" " " 8	36 12 10
			" 22	" " " 9	43 4 3
			June 5	" " " 10	32 13 6
			" 19	" " " 11	37 1 0
			" 30	" " " 12	13 4 0
				Miscellaneous Voucher	49 17 8
				Secretary, as per Voucher	7 10 0
					370 12 3
				Balance on hand	61 14 7
		£ 432 6 10			£ 432 6 10

We certify to the correctness of the above Account,

SAML. HEBBLEWHITE, }
J. B. HOLDSWORTH, } Commissioners.
SIMEON H. PEARCE, }

Sydney, 31 July, 1858.

ROAD TRUST ACCOUNTS.

7

No. 11.

RANDWICK AND COOGEE ROAD TRUST.

THE Commissioners of the Randwick and Coogee Road Trust in Account Current for the half-year ending
31st December, 1858.

Dr.

Cr.

DATE.	PARTICULARS OF SUMS RECEIVED.	AMOUNT.	DATE.	PARTICULARS OF SUMS EXPENDED.	AMOUNT.
1858.		£ s. d.			£ s. d.
July 1	To Balance on hand	61 14 7	July 16	By Wages as per Voucher No. 1	20 13 0
	" Toll receipts	224 10 0	" 30	" " " 2	26 5 9
	" Private subscriptions	17 3 6	Aug. 13	" " " 3	22 9 6
	" Interest per Joint Stock Bank on Current Account to date	1 5 11	" 27	" " " 4	21 15 0
			Sept. 10	" " " 5	24 6 9
			" 24	" " " 6	28 12 3
			Oct. 9	" " " 7	15 12 7
			" 23	" " " 8	8 3 8
			Nov. 5	" " " 9	3 19 3
			" 19	" " " 10	4 4 0
			Dec. 3	" " " 11	3 13 6
			" 17	" " " 12	5 2 8
			" 31	" " " 13	16 9 0
				Miscellaneous Voucher	81 1 3
				Secretary, as per Voucher	7 10 0
				Balance on hand	11 15 10
		£ 304 14 0			£ 304 14 0

We certify to the correctness of the above Account,

SAML. HEBBLEWHITE,
J. B. HOLDSWORTH,
SIMEON H. PEARCE, } Commissioners.

Sydney, 12 February, 1859.

No. 12.

RANDWICK AND COOGEE ROAD TRUST.

THE Commissioners of the Randwick and Coogee Road Trust in Account Current for the half-year ending
30th June, 1859.

Dr.

Cr.

DATE.	PARTICULARS OF SUMS RECEIVED.	AMOUNT.	DATE.	PARTICULARS OF SUMS EXPENDED.	AMOUNT.
1859.		£ s. d.	1859.		£ s. d.
Jan. 1	To Balance on hand	11 15 10	Jan. 14	By Wages, as per Voucher No. 1	20 19 10
	" Toll receipts	215 6 8	" 28	" " " 2	21 5 6
June 30	" Balance due, Joint Stock Bank, overdrawn account	64 6 5	Feb. 11	" " " 3	24 10 9
			" 25	" " " 4	9 8 8
			Mar. 12	" " " 5	24 8 9
			" 26	" " " 6	32 19 9
			April 9	" " " 7	9 4 3
			" 23	" " " 8	13 3 6
			May 7	" " " 9	44 17 0
			" 21	" " " 10	18 8 11
			June 4	" " " 11	10 10 0
			" 17	" " " 12	7 16 0
			" 30	" " " 13	8 11 4
				" Miscellaneous Voucher 14	37 15 1
				" Secretary, as per Voucher 15	7 10 0
		£ 291 8 11			£ 291 8 11

We certify to the correctness of the above Account,

Sydney, 6 August, 1859.

SAML. HEBBLEWHITE,
J. B. HOLDSWORTH,
S. H. PEARCE, } Commissioners.

Sydney: Thomas Richards, Government Printer.—1860.

[Price, 1s. 1d.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

ROAD FROM SHOALHAVEN TO GOULBURN.
(MR. SURVEYOR ROWLAND'S REPORT ON.)

Ordered by the Legislative Assembly to be Printed, 22 May, 1860.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 28 February, 1860, praying that His Excellency the Governor General would be pleased to cause to be laid upon the Table of this House,—

“ Mr. Surveyor Rowland’s Report of the Road leading from
“ the navigable waters of the Shoalhaven to Goulburn.”

(*Mr. Garrett.*)

ROAD FROM SHOALHAVEN TO GOULBURN.

ACTING SURVEYOR GENERAL to UNDER SECRETARY FOR LANDS.

*Surveyor General's Office,
Sydney, 21 November, 1859.*

SIR,

With reference to your blank cover letter of the 14th March, and subsequent verbal instructions relative to the line of road from Shoalhaven towards Goulburn, I do myself the honor to transmit, for the information of the Honorable the Secretary for Lands, plans and sections, by Mr. Surveyor Rowland, of the line of road which has been selected and marked by that gentleman between the navigable waters of the Shoalhaven River and the Village of Marulan, on the Main South Road; together with reports, by Mr. Rowland, on the line of road and on the country and its resources through which the line passes.

The circumstance that this road would bring the Town of Goulburn within 57 miles of water carriage to Sydney at once stamps it as (if practicable) a very important road; and the sections shew that, although difficult, it is not an impracticable line.

In the consideration, in the first place, of the road as a means of communication between Goulburn and the country surrounding, and beyond it, and the metropolis, and for the transit of produce which would now be sent to Sydney by the Main South Road and the Southern Railway Line, it is obvious that the advantages of the road will gradually lessen (comparatively with the other lines of road) as the Southern Railway extends southerly and supersedes the Main Line of Road; and that the comparative economy of transmission of produce by this line, and by the Main South Road and Railway, must determine the importance of this line.

Supposing that this road might be opened for traffic by the time that the Railway Line to Menangle shall have been completed, there would be a difference of distance between Marulan (to which point from Goulburn all the roads are common) and the Shoalhaven River by the new road, and between Marulan and Menangle by the Main Road, of some 33 miles; the former being the shorter.

Crookhaven, which is the entrance to the Shoalhaven River, is distant from Sydney by sea about 90 miles; and the river navigation to the point where the road meets it is about 20 miles, thus making 110 miles of water carriage for the new line against 40 miles of railway carriage for the South Road.

The average cost of the water carriage per ton for goods and produce is, I learn, about 25s., while the cost of carriage per railway would apparently be from £1 to £1 10s. per ton.

The Valleys of the Budjong Creek and the Kangaroo River, particularly the latter, form, I regret to say, so much greater obstacles to traffic than any on the Main South Road, that it seems to me to be very problematical whether the saving in distance and economy of water carriage would, unless there were a great reduction of freight charge, lead to the diversion of any large amount of traffic from the Main South Road to the line in question; and, therefore, were the Goulburn or up-country traffic the only consideration, the very material expenditure which would be necessary for the construction of the line would, perhaps, not be warranted by the object to be obtained.

It will, however, be seen from Mr. Rowland's report, that the construction of this line of road will render available large tracts of rich agricultural lands which are still unalienated, and the increased value of which would probably more than repay any expenditure which may be made upon the road.

The existence of coal at Meryla Creek has long been known, and the seams are, I believe, of unusual thickness; but even after the construction of this road, it is not probable that

ROAD FROM SHOALHAVEN TO GOULBURN.

3

that coal mines in this position could be profitably worked in competition with those on the Hunter River, and at Illawarra, which possess so great advantages in facility of access to water carriage.

The existence of gold in this locality has not hitherto been known; gold was, however, long since found in Yalwal Creek, on the opposite side of the Shoalhaven River, but not in paying quantities; and that it is in paying quantities at Bundarra Creek has yet to be shown.

I think it probable that, after the construction of the road, a village may with advantage be laid out at Kangaroo River, as suggested by Mr. Rowland, and, possibly, one also at Budjong Creek; but I hope to be able to visit the ground before the laying of these villages shall be necessary.

Mr. Rowland feels convinced that there is no likelihood of any other line so available as that now in question being discovered, and that expenditure may confidently be made on it as the best line.

It would, no doubt, have been desirable to carry the road to a point on the Shoalhaven River where the land is still unalienated, but Mr. Rowland states there is no part of the river to which the road could be conducted by such a good gradient as Mr. Kennedy's, which is, I understand, the property of Mr. Berry.

Mr. Rowland estimates the cost of clearing and stumping this line of road, with a width of 33 feet, at £30 per mile, in all £1,203 15s., and the whole cost of the line at £5,903 15s. (see his estimate); and, I learn from him, there is abundance of good road metal in the vicinity of the line. But I am much disposed to doubt whether the sum estimated would prove sufficient for the construction of a good road.

The construction of the road is, in any case, a work involving so large an expenditure, that it may not be considered necessary or proper that I should offer any recommendation that provision should be made for it in the Estimates, and repeating my conviction that the increased value of land, which would result from opening the road, would repay any expenditure which may be required for the construction.

I have, &c.,

A. G. McLEAN.

MR. SURVEYOR ROWLAND to SURVEYOR GENERAL.

Sydney, 11 November, 1859.

SIR,

In transmitting the plans and sections of the new line of road discovered by Mr. Henry Moss, from Shoalhaven to Marulan, I do myself the honor to state that, in consequence of the thickness of the brush, I am not enabled to furnish so perfect a delineation of the features of the country through which the road passes as I should desire; at the same time, my report will be found as accurate as the circumstances permit.

2. I have little to add in this report to that laid before you in my examination report 59-25, July 2, 1859; further inspection has, however, confirmed my former opinion as to the vast tract of agricultural land, hitherto lying waste, which would be eagerly purchased by the public if opened up by the formation of this road and other facilitating lines of traffic in the adjacent districts.

3. From my knowledge of the resources and capabilities of these districts, I am brought to believe that the connection of Shoalhaven with Argyle by means of this road will be of the utmost importance, not only to the district immediately contiguous, but to the Colony in general. It will, unquestionably, be found that, irrespective of the great advantages to be derived to the inhabitants of Argyle, from the greater facility which this road will afford them for the transmission of goods to and from Sydney, an extent of fertile country hitherto comparatively unknown will also be opened up to the public, which must materially add to the wealth and prosperity of the country at large.

4. I have surveyed from two points on the Shoalhaven River to Marulan; one from Eerie, the other from Kennedy's. The distance from the latter is one mile and fifty-one chains shorter than that from Eerie, and in addition to its possessing this advantage, it presents a
much

much easier gradient in rising the Table Land; moreover, steamers can approach Kennedy's which could not go to Eerie, owing to the rocky shallows, as laid down in my chart of the soundings. Kennedy's Wharf is eight miles nearer than Eerie, a point which is also worthy of consideration. About one mile from Kennedy's the good land begins to shew itself, commencing at Brown's Mountain. From this point there are thousands of acres of rich brush and cabbage-tree land which, from its proximity to navigation being secured by the opening of this road will doubtless meet with very ready sale, and command a high price per acre. The whole of this district is likewise well provided with water.

5. On all the creeks between Brown's Mountain and Budjong Creek there are thousands of acres of rich brush land extending to the tops of the ranges on the one side, and the Shoalhaven River on the other. On the Shoalhaven River upwards, from the head of navigation, there are very extensive flats of rich alluvial soil, which would be purchased at once on this road being made practicable. On Budjong Creek there is a great extent of land, equal in quality to the richest Shoalhaven soil, which would be eagerly sought after if brought into the market.

6. At the point where the road crosses the Budjong Creek there is an admirable site for a township. This is within two miles of the Shoalhaven River; and, if a site is selected here, which I beg respectfully to recommend on the opening of this road, I have no doubt that within a very few years a very thriving town will be established. I am of opinion that, from the Table Land beyond the Budjong, to the descent of the Kangaroo River, the same quality of soil will be found to exist in large quantities, particularly at the foot of the ranges and along the banks of the Shoalhaven River.

7. At the point on the Argyle side where the road crosses the Kangaroo, I would also suggest the formation of a township, as in the immediate neighborhood there is a considerable tract of rich land, to which by this means the attention of the public would be attracted. The Kangaroo River is navigable for boats several miles above its junction with the Shoalhaven; and some miles above where the road crosses this fine stream, which is about 13 rods wide, is a rich and fertile country, almost unknown, which requires only branch roads to the proposed new Goulburn Line and to Broughton Creek to make it immediately available for sale. This river, moreover, swarms with fish (not an unimportant consideration to future settlers). There are several tributary creeks, which join the Kangaroo at the point I have recommended as a site for the township, along the banks of which, so far as from my limited inspection I have been able to judge, there is a great extent of agricultural land which might be opened up for sale. From the Table Land beyond the Kangaroo, the whole distance to Marulan on both sides of the road, the soil is of a lighter quality, being sandy alluvial, resting on a clay sub-soil. It is also well watered.

8. In recommending the erection of townships at Budjong and Kangaroo, I am influenced by considerations irrespective of the opening of the Goulburn Road. I am of opinion, from the geological formations on the Kangaroo River and Bundanoon Creek, in the vicinity of Mount Meryla, that at no very distant period an extensive gold field will be discovered in one or other of these localities. On Meryla and its continuations there are vast seams of coal cropping out of the surface. On the banks of the Kangaroo, near its junction with the Shoalhaven, vertical slate and quartz formation are predominant; and at Bundanoon Creek, in the direction of the Meryla chain of mountains, the formation is principally red granite, with veins of quartz intersecting the slate, standing vertical. Mr. Moss has obtained from Bundanoon and other creeks in the vicinity, several specks of coarse gold. There is no doubt of the auriferous indications which this part of the country presents, and it is well worthy of the attention of the Government Geologist. It is needless to expatiate upon the inestimable benefits that would be conferred upon the Colony at the present time, if the hidden riches here deposited could be brought to light.

I have, &c.,

ISAIAH ROWLAND.

P.S.—Annexed I beg to hand you my report upon the formation of the road from Shoalhaven to Goulburn, accompanied by an estimate of the probable cost of the works in connection therewith.

MR. SURVEYOR ROWLAND to SURVEYOR GENERAL.

Sydney, 14 November, 1859.

SIR,

I do myself the honor to lay before you the following report of the work that will be necessary in carrying out the formation of the new line of road from Shoalhaven to Goulburn, the difficulties that have to be met in doing so, and an estimate of the probable expenditure required for the purpose.

2. You will be aware, from my previous reports, that I have surveyed two lines of road; the one commencing at Eerie, the other at Kennedy's. I have been influenced in forming my opinion as to the superiority of the latter by the considerations that the distance to Sydney from Goulburn by it is shorter than that by the Eerie route to the extent of one mile and three-quarters by land, and eight miles by water; the gradients are easier, averaging in the former from 1 to 6, whilst in the latter they are 1 to 9; the cost of formation of the former would exceed that of the other by seven hundred pounds at least. Besides, Kennedy's Road opens up a larger extent of good land than the other, and is in a better position for the branch roads that will hereafter be formed through the available sold and unsold lands at Good Dog, Foxground, and the surrounding districts; the steamer, moreover, can go to Kennedy's Wharf, the terminus of the road, that could not go to Eerie, unless in the first instance a very large amount was expended in deepening the bed of the Shoalhaven River by the removal of the rocky shallows that now prohibit navigation between these two points. Any obstacle, however, of this kind that it might some day be advisable to remove between Adam's Wharf, at Shoalhaven, and Kennedy's, consists merely of sand.

3. The total length of the road from Kennedy's to Goulburn is 57 miles and 1 furlong, of which 17 miles from Marulan form a portion of the Main Southern Road, and which, not being included in my instructions, I have, of course, not examined. There is deep water in the Shoalhaven as high as Kennedy's Wharf, sufficient to allow of all vessels reaching that point which can navigate to the present steam wharf at Shoalhaven.

4. On the route from Kennedy's to Marulan there are only three places that present any difficulty such as to require the outlay of any money beyond the amount to be expended in clearing away the timber and brush:—

- (1.) The first of these difficulties occurs in the ascent from the Shoalhaven to the Table Land at Kennedy's, extending over about half a mile. To render this portion available for drays will cost one hundred pounds. The gradients average from 1 to 9. £100
 - (2.) The second difficulty to be overcome is in the descent to the Budjong,—the gradients here average from 1 to 8, with many resting places. A roadway will have to be formed in this descent to the extent of 40 chains. Again, in the ascent from this creek to the Table Land a further formation of ten chains will be necessary, including a side cutting twenty feet in width. The work in these two places will involve an outlay of about fifteen hundred pounds. The gradient is 1 in 8. £1,500.
 - (3.) The third point at which any extra expenditure will be called for is in the valley of the Kangaroo. Along the bank of this river to the extent of two miles and a half it will be necessary to form a good metalled road, as from the softness of the soil, in the event of heavy rain or floods, the road will be impassable. A punt will be likewise required for crossing the Kangaroo, to which I shall refer more particularly in the concluding paragraph of this report. The ascent from the valley of the Kangaroo to the Table Land in Argyle is the most formidable obstacle to be overcome; the length is one mile and three-quarters, and the gradients average 1 to 8, and will require a side cutting twenty feet wide throughout. I think the total cost of the works in the valley of the Kangaroo, including the ascent therefrom, cannot be estimated at less than two thousand five hundred pounds. A bridge will also be necessary in crossing a blind creek, where the road first diverges along the bank of the Kangaroo; not less than three hundred pounds should be set aside for this purpose, in order to secure a good and permanent work. £2,500. £300.
- I may remind you that these amounts are exclusive of that which is required for clearing the road half a chain wide in the first instance, which can be done for £30 per mile.

5. The other portions of the road present no great difficulties, and require no expenditure beyond that for clearing away the timber. The soil is of such a firm description as to stand the wear and tear of dray traffic, without having recourse to the expense of metalling. It will, however, eventually be required to build thirty culverts on the line, for crossing blind gullies, &c., at a cost of £10 each; but ten of this number can be dispensed with until the increase of the traffic requires their erection. No drainage will ever be required, because the course of the road is carried along the high ground throughout, and the creeks over which the culverts will pass will answer all purposes. Throughout the entire length of the road there is abundance of material for metalling at a convenient distance from the points where it is required, particularly along the valley of the Kangaroo, where only, as I have remarked above, it will, owing to the richness of the soil, be indispensable.

6. From this you will perceive there are about eight miles and a half of difficulty calling for extra expenditure, to the extent of £4,400, as per summary below.

7. With reference to the punt above referred to, across the Kangaroo, I beg to inform you that there are parties at work on the spot as sawyers, who, if there was a prospect of this road being opened at an early date, would be prepared to enter into a contract and to give the necessary security for its erection, or to build it on their own responsibility, provided the Government would give them possession for a term of years to be agreed upon.

I have, &c.,

ISALAH ROWLAND.

SUMMARY REFERRED TO.

	£	s.	d.
Clearing 40 miles and 1 furlong of road, from Kennedy's to Marulan, } half a chain wide, at £30 per mile	1,203	15	0
Thirty culverts, at £10 each	300	0	0
Bridge across Blind Creek	300	0	0
Forming road from Kennedy's Wharf to Table Land	100	0	0
Forming road across the Valley of the Budjong	1,500	0	0
Forming road across the Valley of the Kangaroo	2,500	0	0
	<u>£5,903</u>	<u>15</u>	<u>0</u>

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

CONDITION OF THE BATHURST ROAD.

REPORT FROM THE SELECT COMMITTEE

ON THE

CONDITION OF THE BATHURST ROAD;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,

7 June, 1860.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1860.

[Price, 2s. 6d.]

438—a

1859-60.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES NO. 40. FRIDAY, 9 DECEMBER, 1859.

12. Condition of Bathurst Road:—Mr. Cummings moved, pursuant to notice,—
 (1.) That a Select Committee be appointed to inquire into and report on the condition of the Bathurst Line of Road, from the West Bank of the Nepean River to the East Bank of the Macquarie River, with power to send for persons and papers.
 (2.) That such Committee consist of—Mr. Hawkins,* Mr. Clements, Mr. Egan, Mr. Gordon, Mr. Hoskins, Mr. Parkes, Mr. Wisdom, Mr. Lord, Mr. Rotton, and the Mover.
 Debate ensued.
 Mr. Flood moved, That the question be amended by the omission of all the words thereof from and inclusive of the word "Bathurst," to and inclusive of the words "Macquarie River," with a view to the insertion in their place of the words "following Roads, viz. :—The Great Western Road, from Penrith to the Macquarie River; the Great South Road, from Camden to the boundary of Victoria; and the Great North Road, from Maitland to the boundary of Queensland."
 Debate continued.
 Question put, That the words proposed to be omitted stand part of the Question.
 The House divided.

Ayes, 29. Noes, 10.

* * * * *

Whereupon Original Question put.
 The House divided.

Ayes, 33. Noes, 6.

* * * * *

* Seat declared vacant, 13 April, 1860.

VOTES NO. 55. FRIDAY, 3 FEBRUARY, 1860.

5. Condition of the Bathurst Road:—Mr. Cummings moved, pursuant to notice, That the Select Committee on the "*Condition of the Bathurst Road*" have leave to inquire also into the management and construction of the Road.
 Question put and passed.

VOTES NO. 102. FRIDAY, 25 MAY, 1860.

14. Condition of the Bathurst Road:—Mr. Cummings moved, pursuant to amended notice, That the following Member be added to the Committee on the Condition of the Bathurst Road, in place of Mr. Hawkins, resigned, namely, Mr. Deniehy.
 Question put and passed.

VOTES NO. 109. THURSDAY, 7 JUNE, 1860.

9. Condition of the Bathurst Road:—Mr. Cummings brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee, appointed on the 9th December last, to inquire into the Condition of the Bathurst Road.
 Ordered to be printed.

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1859-60.

CONDITION OF THE BATHURST ROAD.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 9th December, 1859, "to inquire into and report on the Condition of the Bathurst Line of Road, from the West Bank of the Nepean River to the East Bank of the Macquarie River," and empowered on the 3rd February last "to inquire also into the management and construction of the Road,"—have agreed to the following Report:—

Your Committee, after long and minute investigation of witnesses, including several professional men, have the honor to report, that they have found that the Bathurst or Great Western Road, particularly that portion of it between Bathurst and Hartley, has been for some time past, and is, in an almost impassable condition. For upwards of six years no permanent repairs have been made upon the line, and no system of road-making, worthy of the name, has been in operation.

Your Committee have gathered from the evidence of the various witnesses, that, although large sums of money have been expended on the making and repairing the road, until within the last twelve months—that is to say, since the commencement of the present system of contracts—the outlay has for all practical purposes been fruitless. For upwards of three years and a half prior to the adoption of the present contract system, the works on the road appear mainly to have consisted of a series of experiments in road-making, at once clumsy and unscientific, and altogether unsuccessful. This state of affairs, in a great measure, resulted from the fact, that the officer superintending the Western Road had not the experience and scientific education requisite to qualify him for the important appointment he held. There appears, too, to have been a want in the department in charge of the public roads during Mr. Dawson's superintendence of the line, as regards the mode he chose in expending the public money in this behalf. Deviations of little or no utility were made from the main line of road; experiments in logging and other processes were adopted, upon which large sums of money were spent altogether uselessly. It does indeed appear to your Committee that Mr. Dawson, placed upon the road without anything like the requisite professional knowledge, seems rather to have been endeavoring to acquire, during

during a considerable period of his supervision, an acquaintance with road engineering, than bringing to bear the practical skill the public had a right to expect. Captain Martindale, while speaking of the natural ability and integrity of Mr. Dawson in high terms, states he was himself dissatisfied with not having a superintendent properly trained; and implies that the superintendent's experience had actually been gained while directing the repairs of the road.

Your Committee also find, that the sums of money at present appropriated under the Road Act for the maintenance and repair of public highways is insufficient to put the Bathurst Road in a fair state of repair. On this point the evidence of the professional witnesses, Captain Martindale and Mr. Civil Engineer Bennett, is clear and decisive. And the amounts actually granted are rendered, to a considerable extent, ineffectual for the purpose, by the dilatory mode in which the work is carried on, even under the present system of contracts.

Your Committee, as the result of their deliberations, with the fact before them that, as well from the causes already stated as from the physical character of the country traversed by the Western Line, none other of the Great Trunk Roads of the Colony seems to be in so utter a state of disrepair, beg to submit to your Honorable House the following recommendations:—

- 1st. That the road from the west bank of the Nepean to the east bank of the Macquarie should be forthwith put in repair, and in connection therewith two flying parties, say of ten men each, furnished with two stone trucks, two horses and carts, should be established at each end of the road, for the purpose of maintaining the repairs at the various points not included in the contracts.
- 2nd. That one superintendent will be sufficient for the supervision of the whole line, aided by two local superintendents—that is to say, an assistant superintendent stationed at either end of the road, with a view to the inspection over that half of the line nearest his station.
- 3rd. That the Old Mount Lambie Road be put and maintained in thorough repair; and that the sum of £1,000, voted for the diverging line by Greenhatch's, be used in clearing that line of brushwood and timber.
- 4th. That along the precipices on the line of road, particularly at Mount Lambie and the Weatherboard Bridge, substantial side fences of at least two rails should be erected.

WM. CUMMINGS,
Chairman.

*Legislative Assembly Chamber,
Sydney, 6 June, 1860.*

PROCEEDINGS OF THE COMMITTEE.

TUESDAY, 20 DECEMBER, 1859.

MEMBERS PRESENT:—

Mr. Cummings,	|	Mr. Hawkins,
Mr. Clements,	|	Mr. Rotton.

H. Rotton, Esq., called to the Chair.

Committee deliberated, and the Chairman having requested Mr. Cummings, the *Mover*, to inform the Committee of the object he had in view in moving for the Committee, and the course he proposed to pursue in carrying on the inquiry referred to them; and it being suggested that the scope of the inquiry be enlarged,—

Motion made (*Mr. Cummings*) and *Question*—That the House be moved for leave to the Select Committee on the "*Condition of the Bathurst Road*" to inquire also into the management and construction of the Road—*agreed to*.

[Committee adjourned.]

THURSDAY, 16 FEBRUARY, 1860.

MEMBERS PRESENT:—

Mr. Cummings,	|	Mr. Parkes,
Mr. Clements,	|	Mr. Hawkins,
Mr. Wisdom,	|	Mr. Hoskins.

T. J. Hawkins, Esq., in the absence of the Chairman (Mr. Rotton), called to the Chair.

And the Committee proceeding to consider whether Mr. Rotton would be likely to continue to act as Chairman,—

Motion made (*Mr. Parkes*) and *Question*—That it be an instruction to the Chairman (Mr. Hawkins), to communicate this day with Mr. Rotton, requesting him to state whether he desires to resign the Chair—*agreed to*.

Order of the House dated the 3rd instant, empowering the Committee to inquire also into the management and construction of the Bathurst Road, read.

Committee deliberated upon their future course of proceedings, and decided upon taking Evidence.

A list of witnesses proposed for examination having been furnished, the Clerk was instructed to ascertain when it would be convenient for certain parties living at a distance to attend the Committee for the purpose of giving evidence.

[Committee adjourned till Wednesday next, at *Ten* o'clock.]

WEDNESDAY, 22 FEBRUARY, 1860.

MEMBERS PRESENT:—

T. J. Hawkins, Esq., in the Chair.

Mr. Parkes,	|	Mr. Egan,
Mr. Cummings,	|	Mr. Hoskins,
	|	Mr. Clements.

The Clerk read to the Committee a letter from Mr. Rotton to Mr. Hawkins, tendering his resignation as Chairman, whereupon,—

Motion made (*Mr. Parkes*) and *Question*—That Mr. Hawkins be appointed Chairman of this Committee—*agreed to*.

Mr. R. Elliott called in and examined.

Mr. T. Boland called in and examined.

[Committee adjourned till Friday next, at *Eleven* o'clock.]

FRIDAY, 24 FEBRUARY, 1860.

MEMBERS PRESENT:—

T. J. Hawkins, Esq., in the Chair.

Mr. Clements,	|	Mr. Parkes,
	|	Mr. Cummings.

Mr. W. Green called in and examined.

Committee deliberated.

Mr. T. Brown called in and examined.

Committee deliberated as to which of the two remaining witnesses should be next examined, and decided that Mr. M'Garry should be first called in.

Mr. P. M'Garry called in accordingly and examined.

The

The Chairman here read a letter received from B. H. Martindale, requesting that the Committee will sanction the evidence of the various witnesses, as taken, being transmitted to him.

Committee deliberated, and postponed the consideration of the letter till next meeting. Mr. J. Collett called in and examined.

[Committee adjourned till Wednesday next, at half-past Ten o'clock.]

WEDNESDAY, 29 FEBRUARY, 1860.

MEMBERS PRESENT :—

T. J. Hawkins, Esq., in the Chair.
 Mr. Parkes, | Mr. Wisdom,
 Mr. Clements,

The Chairman laid before the Committee,—

(1.) A letter dated 24 February, 1860, from Mr. J. Durack, excusing his attendance as a witness, in consequence of the severe illness of a member of his family.

(2.) A letter from Mr. R. B. Dawson, informing the Committee that he would be in attendance on Friday next.

Captain B. H. Martindale, *R.E.*, called in and examined.

Mr. P. Toohy called in and examined.

Committee deliberated, and having postponed the consideration of Capt. Martindale's letter, received at the last meeting, till a fuller attendance of Members,—

[Adjourned till Friday next.]

FRIDAY, 2 MARCH, 1860.

Proceedings interrupted by adjournment of House.

THURSDAY, 19 APRIL, 1860.

MEMBERS PRESENT :—

Mr. Cummings, | Mr. Parkes,
 Mr. Rotton.

W. Cummings, Esq., called to the Chair, in room of the late Chairman, T. J. Hawkins, Esq., whose Seat in the House had been declared vacant since the previous meeting. Committee deliberated.

Clerk instructed to issue summonses to Messrs. R. B. Dawson, J. McLaughlin, and G. Sheppard, for their attendance as witnesses on the 27th instant.

[Adjourned till Friday, 27th instant, at Ten o'clock.]

FRIDAY, 27 APRIL, 1860.

MEMBERS PRESENT :—

W. Cummings, Esq., in the Chair.

Mr. Clements, | Mr. Parkes,
 Mr. Hoskins, | Mr. Rotton.

The Chairman produced a letter from Mr. G. Sheppard, excusing his non-attendance as a witness *this day*, on account of ill health.

R. B. Dawson, Esq., *Superintendent of the Western Road*, called in and examined.

Witness handed in certain Reports (2) having reference to the construction of roads adapted to the Western District.

Ordered to be appended to the Evidence. (*Vide A and B.*)

Witness withdrew.

Mr. J. McLaughlin, summoned for this day, was not in attendance.

The Chairman referred to the Proceedings of the Committee on 29th February last, when Captain Martindale's letter, requesting the transmission to him of the Evidence of the various witnesses as taken, was last under consideration.

Deliberation thereupon, having been then deferred, was now resumed.

Motion made (*Mr. Rotton*) and *Question*,—

- (1.) That the Committee decline to comply with Captain Martindale's request that the Evidence be transmitted to him as taken, on the ground that they believe such a course unusual, except in special cases; that there is nothing in the Evidence reflecting on Captain Martindale or the Roads Department materially; and that the Committee are desirous to close the inquiry and bring up their Report before the termination of the present Session;—
- (2.) That a communication to this effect be made in reply;—

agreed to.

[Adjourned.]

THURSDAY,

THURSDAY, 3 MAY, 1860.

MEMBERS PRESENT:—

W. Cummings, Esq., in the Chair.

Mr. Egan,	|	Mr. Parkes,
Mr. Hoskins,	|	Mr. Rotton.

Committee met pursuant to summons.

The Chairman informed Committee that, having received a certain letter from Mr. R. B. Dawson, the witness examined at the previous sitting, he had deemed it expedient to convene them to-day with a view to its full consideration, and especially in reference to the request preferred by Mr. Dawson, for a copy of the whole of the Evidence, in order to afford him "an opportunity of rebutting what is unfounded, and of explaining that,—which without " explanation, may appear prejudicial" to his reputation.

Letter from Mr. R. B. Dawson, dated 28th ultimo, read.

Committee deliberated.

And, it appearing that the answer conveying Resolution in reply to a similar application made on behalf of the Department of Internal Communication and disposed of at the former meeting had not yet been dispatched, and deliberation upon the one case touching also the other,—

Committee proceeded to reconsider such Resolution, viz.:—

" That the Committee decline to comply with Captain Martindale's request
 " that the Evidence be transmitted to him as taken, on the ground that they
 " believe such a course unusual, except in special cases; that there is nothing
 " in the Evidence reflecting on Captain Martindale or the Roads Department
 " materially; and that the Committee are desirous to close the inquiry and
 " bring up their Report before the termination of the present Session."

Motion made (*Mr. Rotton*) and Question proposed,—That the said Resolution be rescinded.

Amendment proposed (*Mr. Parkes*)—That the Question be amended by omitting the word "rescinded" and inserting the words "amended by the omission of all the words " following the word 'taken'" (line 2).

Question put—That the words proposed to be omitted stand part of the Question.

Committee divided.

Aye, 1.	|	Noes, 3.
Mr. Rotton.	|	Mr. Egan,
	|	Mr. Hoskins,
	|	Mr. Parkes.

Word omitted.

Question—That the words proposed to be inserted be so inserted—*agreed to*.

Words inserted.

Question, as amended—That the said Resolution be amended by the omission of all the words following the word "taken"—*agreed to*.

Deliberation respecting Mr. Dawson's letter resumed.

Motion made (*Mr. Rotton*) and Question—That a complete copy of the Evidence taken before this Committee be furnished to Mr. Dawson, in compliance with the request contained in his letter—*put*.

Committee divided.

Aye, 1.	|	Noes, 3.
Mr. Rotton.	|	Mr. Egan,
	|	Mr. Hoskins,
	|	Mr. Parkes.

Motion negatived.

Committee deliberating in reference to the subsequent portion of the letter,—

Motion made (*Mr. Parkes*) and Question,—

- (1.) That Mr. W. C. Bennett, Engineer to Roads, be summoned to give evidence before this Committee at the next meeting, with instructions to produce the Report on the state of the Western Road made by him to the Chief Commissioner for Railways in the latter part of 1857.
- (2.) That Mr. Dawson be informed by letter that the Committee decline to furnish a copy of the evidence as requested by him, but adopt the suggestion to obtain possession of Mr. Bennett's report on the occasion referred to—*agreed to*.

[Adjourned till Tuesday, 8th instant, at half-past Ten o'clock.]

TUESDAY, 8 MAY, 1860.

MEMBERS PRESENT:—

W. Cummings, Esq., in the Chair.

Mr. Parkes,	|	Mr. Rotton,
	|	Mr. Clements.

W. C. Bennett, Esq., *Engineer to Roads*, called in and examined.

Witness produced his Report to the Chief Commissioner for Railways, relative to the Western Road, under date 14th September, 1857; also, a subsequent Report thereupon, dated 7th April, 1858, together with estimates for all works necessary to the proper repair of road

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1859-60.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

CONDITION OF THE BATHURST ROAD.

WEDNESDAY, 22 FEBRUARY, 1860.

Present:—

Mr. PARKES,
Mr. CUMMINGS,
Mr. HAWKINS,Mr. EGAN,
Mr. CLEMENTS,
Mr. HOSKINS.

THOMAS JARMAN HAWKINS, Esq., IN THE CHAIR.

Mr. Robert Elliott called in and examined:—

1. *By the Chairman:* You are the mail contractor on the Bathurst Road? I am.
2. Have you had many opportunities of examining into the condition and construction of that road? Yes.
3. Have you had any experience in road-making, or does your knowledge of roads enable you to express an opinion as to the condition and management of a road? My experience is of a practical kind, having driven over them, as having seen them repaired, and the manner in which this was done.
4. How long have you been acquainted with the Bathurst Road? About five years.
5. Will you state for the information of the Committee your opinion as to the present condition and as to the construction of that road? Well, I do not agree as to the manner in which it has been repaired; for in many cases both myself and my men have been obliged to leave the main road, and with tomahawks make bush roads in the best way we could, and this for miles on the Bathurst Road where it has not been properly made.
6. Will you proceed in respect to the present condition of the road—you state it as your opinion that the road has not been properly constructed, that there are great faults in the construction? A great deal of money has been expended upon laying down large logs of timber, whereas if the road had been properly drained and made of a proper width, the roads would have been of a far better quality, if metalled; and besides that, a great deal of money expended upon miles of road upon which it was dangerous to travel with a vehicle would have been saved.
7. You believe that the system of logging has failed, and that their use upon that road has been very faulty? It is indeed. Through the manner in which the logs are laid down the horses legs are liable to get in between them, and they are in that way sometimes broken.
8. Can material for road-making of a better character be obtained within a reasonable distance of the road? I should say there was some good stone and metal to be got from the mountains.
9. *By Mr. Parkes:* Are you acquainted with the mountains? I have been among them and have seen much better materials for making a good road than those which have been used, which were sometimes yellow clay and sand.
10. Are the materials you speak of within a practicable distance of the road? Yes; there is some better metal now obtained not far from Boland's, and there is good material not far

Mr. R. Elliott.
22 Feb., 1860.

Mr. R. Elliott. from other parts of the road. I think I have been the greatest sufferer through the way in which the roads have been managed; it is seldom that I have not had a broken coach or an injured horse.

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11. *By the Chairman*: You speak of the logging as being defective? For the last two years it has been very bad; during that time I have not travelled over that part of the road that is logged fifty times.

12. Do you not think that on the sandy places in the mountains logs would, if properly laid, make a good foundation and a substantial road when covered with metal? There is no question about it, if the logs were properly laid; it is of no use putting freestone upon sand. It would be much better and cheaper to take away these logs instead of trying to patch and bank them over, because the first storm that comes washes away the sand and earth and leaves the logs bare.

13. Can you give the Committee any idea of the number of men usually employed on the mountain road between Hartley and Penrith? I cannot say what is at present the exact number. In some places there would be sometimes three or four, and in other places five or six.

14. Can you form any estimate as to the number of workmen that have been employed on the road within the last twelve months? No, I cannot. Some portions of the road, I believe, have been laid down by contracts taken by different parties. Some men were employed by parties appointed to get metal and see the work done.

15. Do you know what is the system now pursued in repairing the roads, or in what way it is undertaken—by contract or otherwise? Yes, I believe it is done by contract. I know that Mr. Boland has got a contract for a portion of the road near Springwood; and another part of the road is being done by contract, near the toll-bar.

16. Can you give the Committee any information, from your own observation, as to the way in which the late contracts have been carried out? They are not yet completed; they are being ballasted, and the contracts I understand are for so much per yard. I do not know any portions of the road between Hartley and Penrith that are finished.

17. How has the work upon the finished portions been done? By draining and metalling.

18. Has it been well done? That depends upon the contracts; if it is done in accordance with the contract I have nothing to do with it; but I believe there is a great improvement in the work upon this line since it was done by contract.

19. Have you seen that part of the road near Springwood undertaken by Mr. Boland? I have.

20. What is your opinion of the way in which that work is done? I look upon it as well done. It has been drained, rounded up in the middle, and then metal put on it.

21. Has it been logged? Yes, it was logged some years ago; but drays could not travel over it until it was repaired.

22. Do you think that where the logging has been sufficiently covered with earth, and metal put upon it, it makes a good road? At present the question is, whether the logs have been properly laid down. They were apart in many places, and there was danger of horses' legs getting into the holes betwixt them. If they shift again and this metal gets down between them they will be very dangerous places.

23. As regards the management—can you give the Committee any information as to the way in which the duties of the Government Superintendent have been performed? I have sometimes seen Mr. Dawson on the road with other superintendents, but whether they were acting under him or not I did not inquire. In many cases the coachman has applied to have the workmen removed to those parts of the road which the most badly required repairing. At Eighteen-mile Hollow the passengers had to hold on by a rope when they could not get into the bush.

24. Can you state what is the condition of the road between Hartley and Lapstone Hill? It is very bad indeed.

25. Is it safe to travel on? No, neither by night or day.

26. *By Mr. Parkes*: How then do you pass over it? Sometimes I do not pass over it for weeks at a stretch.

27. *By the Chairman*: Is it in a worse state than any other in the country that you know? It is the worst road of any within my knowledge in the Colony; and I have had the contract for the mails to Maneroo.

28. *By Mr. Parkes*: Have you any personal knowledge of the southern line? I have only just returned from the Southern Roads.

29. Taking the whole length of the Western Road, do you consider it to be in a worse state than the Southern Road? Decidedly. From Penrith to Lapstone Hill and Bathurst is the worst ninety miles of road that I know of.

30. Taking the two roads into comparison, you have no hesitation in giving it as your opinion that the Western Road is worse than the Southern Road? I have been only sixty miles on the Southern Road for the last two years.

31. But you are sure it is in a worse state than the southern line? I am confident of that.

32. Can you describe the difference? The Southern Road is all clear and well drained on the mountains; whilst the Western Road is in very few places drained, and it is full of rocks, so that there are parts where you cannot drive the mail without great danger of upsetting unless you went into the bush roads.

33. Confining your attention still to the two roads, is it the case that you can drive all through on the Southern Road on the ordinary road track, and that on the Western Road you are obliged to leave the right track to go into the bush as a better road? I have driven the mail on the road track from Campbelltown to Goulburn, and I could not go from Penrith to Hartley without going into the bush. When the telegraph line was being put up, too, the men had to make fresh tracks.

34. The Western Road, you say, is very irregular, having patches of what is called "corduroy," patches of earth, and also parts with planks—is the Southern Road irregular in the same manner? No. Mr. R. Elliott.
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35. Is it continuously made throughout? Not all the way to Goulburn.
36. Are there any patches of corduroy? Very few to Goulburn.
37. Upon the whole the Goulburn Road, taking the entire length, is in a much better state than the Western? I am satisfied of that. I cannot travel four miles an hour on the Western Road in the time that I can travel eight on the Southern Road.
38. If you were going to engage to drive a coach at the same amount of remuneration for each line, would you accept the Southern Road in preference to the Western? Decidedly; and I should save something in the wear and tea, which is very great on the Western Road. There must be some difference in the amounts of the mail contracts on the two lines; a contractor would rather take the Goulburn mail at £1,000 than that from Penrith to Bathurst for £2,000. You cannot run a coach for two months together on this road without having a breakage.
39. You have been acquainted with this main road for some years? I think, about twelve or thirteen years.
40. What suggestion could you offer for the better making and better management of the Western Road? I should recommend that it be well drained, made a good width, crowned pretty high in the middle, and then metalled. If you were to log them first it would be a great expense.
41. *By the Chairman*: But in laying a road on the sands, what would you do there? I think these sands are not very deep; they are certainly bad about the Blue Mountains.
42. *By Mr. Hoskins*: Do you not think blue metal may be found in that locality? Yes.
43. *By Mr. Cummings*: Is there not good ironstone in the mountains? I believe there is. There are still patches of the road upon which ironstone was laid by the old road parties, and they are as firm as a rock.
44. *By Mr. Hoskins*: You are aware, I suppose, that an equal amount of money has been voted for each of the main roads of the Colony? I am not aware of that.
45. Do you not think that, with an equal amount of money, more improvements could be made upon the Goulburn Road than upon the Western Road? Yes, I do think so in the present condition of the two roads.
46. Do you not think a greater expense is necessary to keep the Western Road in a passable state than would be required for the same purpose on the Southern Road? If the Bathurst Road was once in a substantial state of repair I cannot say that it would.
47. You are in the habit of travelling frequently over this road? Yes.
48. Can you say how many persons, on the average, are employed in repairing it? I cannot.
49. Is there generally a large number of persons employed upon it? No.
50. Are there many persons exercising supervision over the work? Yes.
51. I mean to say are not the foremen, surveyors, and overseers in large disproportion to the number of workmen employed? Yes. I think I could manage more men myself.
52. Has it not been the habit of expending the money not on the worst parts of the road, but patching here and there? Yes, and many places were repaired where it was not required.
53. Do you think that if the same sum of money were expended in the worst places, where the traffic was impeded, that the road could be made passable? Yes; I believe so. If all the places that most required it were repaired it would make a difference to me of a couple of miles in an hour.
54. *By Mr. Parkes*: Has your coach ever capsized on this road? Yes; and I have driven for seven years on the Southern Road without having an upset.
55. That was in consequence of the badness of the road? Yes; I have had several upsets on the mountains.
56. *By Mr. Hoskins*: You ascribe this bad state of the road to want of suitable draining? That, and want of metalling.
57. How do the plank roads answer? That portion of them which has been repaired has been made passable; but after a large sum of money was expended upon them until the last two years they were not passable.
58. Do you think they are as durable as a good metal way? I am sure they are not; a good metal road will last as long as any.
59. You think the money that has been voted has not been expended in a judicious manner on the roads? I think not; that is plainly to be seen.
60. *By Mr. Parkes*: Is not the method adopted in repairing this road to be properly characterised as "higgledy piggledy"? Yes, I think so. Repairs were made in all sorts of odd places. I believe that about £500 or £600 were spent on that side of the road opposite the Pilgrim Inn, though it is now as good a bit of road as you will see on the line. The workmen generally go on very slowly, unless they know some one is passing, especially if they see anybody coming the pick goes, and when the road is quiet again they sit down on a log.
61. *By Mr. Hoskins*: Do you not know that the work is now let out in small contracts to the working men? I believe it is; and I think in that way the road is likely to be better repaired than when it was made with clay and sand.
62. Do you not think that if the men were concentrated in different localities, where repairs were most required, that the road could be made passable with the same expenditure, or at all events more so than now? I believe that if the men were kept together on those spots which were in a bad state, and were well looked after, a great deal more work might be done.
63. *By the Chairman*: The work is now, I think you say, done on a system of small contracts? I believe it; I know that Mr. Boland has a contract.

Mr. R. Elliott. 64. Are the contracts principally undertaken by parties who are resident on the road? Mr. Boland is a resident on the road; and I think there is another up in the Eighteen-mile Hollow.

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65. In your opinion the system of contract is the best way of getting the repairs done to the roads? I believe it is; if the parties are bound to do the work they must complete it. I believe Mr. Boland is under a bond to complete the work he has contracted for; and if not done according to tender he will not be paid.

66. *By Mr. Hoskins*: I understand you to say the repairs are now let out by contract,—can you tell the Committee how many officials there are to superintend the work done in this way? I cannot.

67. *By Mr. Cummings*: I understand you to say that you have had a general knowledge of the Southern Road from having run upon it for several years? Yes.

68. And also a general knowledge of the Western Road for the last five or six years? Yes, I have.

69. From your general knowledge of both lines of road, then, do you think the same amount of money per mile expended upon each line of road would have the same good effect in putting the two roads in an equally substantial state of repair—or that if £20 per mile were to be expended upon the road from the bank of the Nepean to the east bank of the Macquarie, and the same amount per mile were expended upon the road from Campbelltown to Goulburn, there would be the same good effect upon the Bathurst Road as upon the Goulburn Road? Oh no, not in the present state of the two roads; one is in a bad state of repair, the other in a good state.

70. By your own experience on both lines of road are you aware that the Southern Road has, up to the present time, been kept in a much better state of repair than the Western? Yes; it was much better some time back, and is better now. A good deal of it is as level as this table.

71. *By the Chairman*: Then, from your own knowledge of both lines of road, there has been much more attention paid to the repairs of the southern line than to those of the western line? I can only speak of the Southern Road from my experience before the last five years; it was then in a good state; but the Western Road has been much improved since then.

72. What have been the improvements completed or undertaken, or in a state approaching completion, on the western line of road, from the Nepean to the Macquarie, during the last five years—with what materials has any attempt been made to repair that road, and on what portions of it? Along by the Green Swamp, and in various other places, holes have been filled up with small saplings and bushes, and some with clay dug out of the bank at Mount Lambie.

73. What has been the general state of the road from Hartley to Bathurst for the last five years, or since you have been a mail contractor on it—have any attempts been made to drain it, or is it rounded, or formed? It has never been what you call drained; they have turned the water off latterly, but they did not run it away. They fill up one hole, and then pass on to the next, and before they have done the road they have repaired gets bad again.

74. *By Mr. Cummings*: From your own knowledge of this road are you aware of it being frequently the case that teams are bogged in the public road, and, having to be dug out, leave large holes in the road? Yes; the Governor can answer for that.

75. *By Mr. Parkes*: Was the Governor bogged? No, he got out, and went on horseback. I have had a team of horses bogged between Penrith and Parramatta; and between Hartley and Bathurst I have seen five or six teams bogged, so that others could not go past or get up to the toll-bar.

76. *By Mr. Cummings*: From your general knowledge of those roads of the country which you have from time to time traversed, is it your opinion that the money so expended on the Bathurst line of road has been properly expended? I think the money for roads may be laid out to more advantage, and with greater advantage to the public at large, and more repairs done on the Bathurst, as well as on other lines of road.

77. Is it your opinion that the greater portion of the money has been actually wasted? The fact is, I consider that £500 or £700 has been almost thrown away.

78. Do you consider that the money expended in cutting and laying down green bushes, and filling up holes with sand and clay, is wasted in that way? I consider it just as much wasted as if thrown away. The first shower that comes washes the stuff away, and leaves the road as bad as ever.

79. Is it your opinion that if the Bathurst line of road was properly rounded, and drained so as to carry off the rain-water, it would be in a much better state of repair than at present? There is no question about that. I believe that if the Bathurst Road was in a good state of repair I could go from Bathurst to Penrith in twelve hours.

80. When what have been alluded to as “corduroy” roads were spoken of, I believe reference was made to portions of the road where small saplings have been cut three or four feet in length, and laid side by side, and the road then macadamised on both sides—have you seen portions of the road constructed on that principle? Yes; there is a piece on the other side of Penrith, by Mr. Boland’s.

81. The portions of the road to which I now allude are those where one-half of the width is made up of short saplings laid side by side, and the other half of the road for ten or fourteen feet on each side macadamised like that along by Little Hartley? There is a sort of plank road along by Little Hartley, with just room for a vehicle to pass over; and the other part of the road by the side is macadamised.

82. Is it your opinion that this is a proper process to be carried on in road-making? I think it would have been better if the road had been well rounded up in the middle, and no slabs laid down at all. As it is, you cannot get from one side to the other if you wish.

83. In travelling up and down this road, previous to the last twelve months, have you noticed what number of men were working on the roads, daily or weekly? I have seen three or four at King's Plains; two or three near Boland's; and four or five here and there at other places. Mr. R. Elliott.
22 Feb., 1860.

84. *By the Chairman:* With reference to your remark about the state of the Southern and Western Roads, you are of opinion, I understand you to say, that if both roads started on fair grounds—that is, if both were put into the same condition of repair that it would not afterwards require a greater expenditure per mile to keep the Bathurst Road in a passable state, than would be required for the same purpose on the southern line—if both were, in the first instance, put into the same state of repair? I believe that, if both started in the same state of repair, the Western Road would cost no more to keep it in good condition than the Southern Road would.

85. The same amount of expenditure would have the same effect upon both roads? I cannot exactly say that.

86. At present you are decidedly of opinion that the same amount of money expended upon both roads has a very different effect indeed? It would take £40 to do on the Bathurst Road what might be done on the Southern Road for £20.

87. *By Mr. Cummings:* From your general knowledge of the roads made on the mountain-way with logs, I understood you to say, that, after the roads had been repaired in that way, they could not be used? I do not travel over them by mail fifty times in sixteen or eighteen months, from the time they were first laid down.

88. Have you any knowledge what these log roads cost per yard? I have not.

89. *By the Chairman:* You are of opinion that on the Western Road there has been no regular system of road-making followed, but that it has been merely experimentalising? I think it has, in a great measure, been neglected in that way; it has been patched and repatched, and never kept in a good state. If there was a hole in the road at one place it would be filled up, and the men would then go a few miles further on to another. But where the road was really bad, and might be put in a good state by draining, they did not do it. There is not a quarter of a mile between Hartley and Bathurst over which you could safely trot at the rate of four miles an hour.

90. *By Mr. Clements:* Is there any difficulty in getting good metal on the road? There is plenty of good metal at Lapstone Hill, and at other places.

91. Between Hartley and Bathurst? Yes; I have seen good metal there.

92. Close to the road? Close to the road.

93. *By Mr. Cummings:* From your general knowledge, for the last five years, of the kind of repairs done to the mountain part of the Bathurst Road, is it your opinion, from the way in which the work has from time to time been performed, that the superintendents, or those having charge of the work, have the necessary ability for road-making? I cannot say.

94. *By Mr. Hoskins:* Do you not think that the nature of the soil between Hartley and Bathurst requires that more money should be expended to effect the same degree of improvement upon that road that would be required on the Southern Road? One is a mountainous, the other a flat country.

95. Even if in their primitive state you think that of the two roads the Western Road would require more expenditure for making it passable than the Southern Road? If nothing at all had been done to them I cannot tell. I cannot make an estimate of what the cost of either would be before it was laid out.

96. *By Mr. Cummings:* As to what they call ballasting the road—that is raising the road, say, either with logs or freestone—is it your opinion, from your knowledge of the country where you have seen it carried out, as at Springwood, that if the road was only properly rounded and drained there would be a great saving? There might be in some parts. At Springwood they were ballasting instead of logging.

97. Is it your opinion that a road of freestone and earth properly rounded and drained would answer the purpose, be much more solid, and last longer, indeed be of a more durable nature? I quite agree with the value of ballasting, and I would not do away with the logging. I think that for several miles of road there would be nothing to do but cut the timber, lay it down, and metal and drain it. Still I really believe that a road properly ballasted, metalled, and drained, would last as long as any.

98. *By the Chairman:* Is it your opinion that the state of the drainage along the whole line of road has been much neglected? It has been till latterly; but now they are taking up the plan of draining.

99. *By Mr. Clements:* Have you seen these timber or log roads answer anywhere? Well, I do not know that I have seen any portion of the roads logged except part of the Bathurst Road.

100. Has the logging been brought into use on the southern line? I think not. There may be places where logs are used on that road, but very rarely. I have seen it at Hanging Rock; and at Springwood the road has been logged for miles.

101. As a coach proprietor, do you approve of the system of logging, take it altogether? I do not approve of it, unless it is carried out properly, by laying the logs close together. I had a horse whose thigh bone was put out the other day by getting his leg into a hole between logs on the road where they had been laid too far apart.

102. *By the Chairman:* Have you any other information upon this subject that you can give the Committee in addition to the evidence you have already given? I have nothing else.

103. *By Mr. Clements:* As you have had a good deal of experience on the mountain road, I should like to know from you whether proper metal can be obtained on the road, or whether from the top of Lapstone Hill to Mount Victoria there is anything else but sandstone? There is plenty of sandstone, but there is other stone beside. There is a clear proof of this
from

Mr. R. Elliott, from the fact that a stone is now being brought on to the road which is neither sandstone or freestone.

22 Feb., 1860. 104. I should like to ascertain from you whether you have ever known log roads answer, and whether you can say that good metal can be obtained on the Western Road? I believe so. I would rather see a good metal road well rounded and drained.

105. You do not know from your own experience of the mountain road that metal can be obtained there; and you do not approve of log roads? I think the metal may be found there; and I believe that good roads may be made with logs properly laid and covered.

106. You believe that it is not necessary to use logs if good metal is obtainable? I think if good metal is used, and the road properly formed, nothing could be better; and I believe the metal can be obtained from the mountains. I have seen such miserable stuff put on the road to fill up holes that when a vehicle passed over a stone it would break like a goose egg. I have seen some repairs done by contract, however, with far superior stone.

107. You believe suitable metal can be obtained on the line? I do; plenty. There is good metal at the back of Boland's, and some could be found near Crooked Hill. If lapstones were broken they would make good road material, and there is plenty of that.

108. *By Mr. Egan:* Do you not think it advisable to use logs on roads to cross swamps before the road is crowned? It may make a good bottom; but the question is which would be the best and cheapest. Where there is a bog it may be desirable to use logs, and ballast it afterwards; that would make a very good road.

109. *By Mr. Cummings:* Have you observed on the mountain road patches of old road properly rounded and metalled with the same kind of metal that you are speaking of now, and which were metalled some years ago, before you were a contractor? About eight or ten yards at Eighteen-mile Hollow is part of the road made many years ago, and is still very good. It is well formed and properly rounded; and there is some beautiful metal there. I think if it was dug up at the Old Soldier's Pinch and put upon other parts of the road there would be some improvement.

110. *By the Chairman:* There is good metal at the Soldier's Pinch? Yes.

111. *By Mr. Hoskins:* Is it your opinion that the work on those portions of the road, the repair of which had been undertaken by contract, is more satisfactory than that done by day labor? It is.

Mr. Thomas Boland called in and examined:—

Mr. T. Boland. 112. *By the Chairman:* This is a Committee, Mr. Boland, to inquire into the condition, construction, and management of the Bathurst Road. How long have you been acquainted with what is called the Bathurst Road; that is, the road from the Nepean to Bathurst? About fourteen or fifteen years.

22 Feb., 1860.

113. Have you had many opportunities of seeing the condition of that road, the construction of such parts as have been repaired, and the way in which the repairs have been conducted? So far as this part of the road up to Penrith; I have travelled the other but very little.

114. How far from Penrith does your knowledge of the road extend? My place is about eleven miles from Penrith.

115. Have you any acquaintance with the road beyond your place of residence? I have.

116. For what distance? I have travelled all the way at different times, but not frequently or lately.

117. What is the present state of the road as far as you can say of your own knowledge? I believe it is in a very bad state from my knowledge of it; it certainly is not in a good state.

118. Has it become worse of late years? It has been better this last twelve months or two years than before.

119. Can you give the Committee any information as to the way in which the roads have been kept, or as to the way in which the money has been spent for the purpose of repairing them—or has it, in your opinion, been judiciously expended? From the time that Captain Scott had the management of the roads up to the time of the contracts the roads were not done well.

120. You say that lately there has been an improvement? Yes.

121. Do you speak as to the period since contracts for the repair of the line have been undertaken? I do.

122. Do you believe that the system of contracts is the best system? I think it is.

123. That is, as opposed to day labor? Yes, as opposed to day labor.

124. Are the contracts now taken up by parties on the road let out to more than one individual, to laboring men, or in what way? There is one contract taken up by a person at Lapstone Hill, and other contracts by different people towards Hartley.

125. Are the contractors called upon to enter into a bond for the due performance of the work? They are.

126. What length of road have you contracted for? Nearly 1,500 yards.

127. What is the price you tendered for? For £1 a yard, and wood bridges £8 10s.

128. What did you contract to do for £1 a yard? To ballast and raise the road with soft stone or gravel, and to put on two coats of road metal. The ballasting is to be of seven inches, the first coat of road metal to be five inches, the second three inches.

129. You state, I think, that you live about eleven miles from Penrith, at a place called Springwood? Yes.

130. Is there any difficulty there in obtaining road metal? Yes, a great deal.

131. At what distance from the road does it lie? Where we are now getting it is over two miles from the road. The place has been searched for metal and they could not get it, and we now go to a place where they never got it before.

132. Can you inform the Committee whether there are other portions of the mountain road where metal is accessible? I believe there are. Mr. T. Boland.
133. Where? About Black Hill, Pulpit Hill; but in no portion of the road so difficult as about Springwood. 22 Feb., 1860.
134. Do you know whether there is metal at Soldier's Pinch? I believe there is; I think there is metal all along the road.
135. *By Mr. Parkes*: What do you call the stone? Ironstone.
136. Is it durable? It is not the best, but it is the best that can be procured.
137. *By the Chairman*: Do you know the nature of the metal? I do.
138. Is it what is generally termed ironstone? There is iron mixed amongst a portion of the stone; the other stone is a sort of blue sandstone which we have to blast.
139. What stone do you call that? It is a kind of hard metal.
140. Bluestone? Yes.
141. Where is that obtainable? About a quarter of a mile from the roadside at Springwood.
142. As to the system of logging, Mr. Boland,—I think, as far as I have had an opportunity of judging, that portion of the road at Springwood is metalled on the logs? Yes.
143. That is on the logs laid down previously? Yes.
144. Do you find it practicable to make a good road upon the logs previously laid down by putting a large quantity of metal on the logs? Yes; they form a good foundation for the road; but if the logs had been adzed and put down close together it would have made a good road without metal, though it was very uneven at first.
145. On the shifting sands of the mountain road a logged foundation is advisable? I think so.
146. With metal on the top? Without metal, if gravel is put on, and if the timber could be conveniently obtained.
147. Have you had any acquaintance with the other main thoroughfares of the Colony? I have not.
148. You do not know, by comparison, what are the relative states of the two lines to the south and west? I do not.
149. What is the system now as regards contracts; what supervision is exercised over the contractors; and who is the party superintending? Mr. Dawson is principal superintendent, and there are overseers under him again.
150. Do you know how many overseers? One or two about the toll-gate and one or two about Hartley, besides the chief superintendent.
151. How often does he visit the work in course of construction? He has not been down for a month together; the measurement is usually done by his overseer; and he had been down about four or five times since I took the contract in October last.
152. *By Mr. Clements*: How often? Once a month.
153. *By the Chairman*: You believe that the system that has been followed up to the system of contracts has been a bad one? The system before was one of patching and a fallacy. The present mode, by contract, is the better way, because whoever contracts for the work will be looked to to carry it out.
154. *By Mr. Clements*: How often does the overseer visit the contract works? Almost every day.
155. Have you any idea of the expense of laying the timber before it was ballasted? I paid 4s. 6d. a yard for ballasting it first.
156. Are you aware of the cost of laying the road with logs, in the first instance? I think that at the time Captain Scott laid this road it cost about 8s. a yard for laying the logs.
157. Are you speaking of the piece of road which you afterwards contracted to metal? Yes.
158. It originally cost 8s. per yard for logging in addition to the 20s. per yard which you get now? Yes.
159. What is the highest price per yard, that you know of, any part of the Bathurst Road now costs? I do not know the price for the highest; it is beyond Hartley, and I think it is about 30s. per yard, because I understand they have to cut away a hill there.
160. Do you know the lowest contract? I think there are some portions of the repairs to the road being done at 14s. 6d., down at Black Hill, where the metal is more easily got.
161. Do you believe there is an abundance of road metal on the mountains fit for general purposes? I believe there is—close by the road.
162. In speaking of ironstone you mean some stone of a rusty color, or do you speak of it as knowing what is, by practical men, called ironstone? It is not stone equal to the metal down here, but there is a regular ironstone; you can see the iron it.
163. It is very good for road-making? Yes; if you can procure it at a reasonable distance.
164. Are you aware that a great deal of soft sandstone, under the term metal, has been used? I believe a great deal of sandstone has been used upon the road.
165. Has it been the invariable practice? Yes.
166. Up to the time the contracts were taken, was it not the invariable practice to put sandstone upon the road? Yes, sometime ago; they procured it near Springwood. I had to push further for better material.
167. If the superintendents had done their duty, could they not have procured better metal than they have put on the road? Yes. I think so.
168. At all events, you know there is plenty of good road metal to be obtained without going off the mountains? Yes; with the exception of one or two places.
169. Can you say that there are no places where it is so difficult to obtain metal as at Springwood, where you say you have to go two miles for it? Yes.
170. Do you consider that a good distance? Yes, taking into account the places where we have to get it from. I would sooner go five miles on the level road.
171. You say the surveyor of the roads visits them once a month? That is since October last. 172.

- Mr. T. Boland. 172. Do you consider that visits once a month to works of that kind is a sufficient supervision—is not a more diligent supervision necessary? It would be better if he was there oftener; but his overseer is just as well as him.
- 22 Feb., 1860. 173. You are the nearest contractor to Sydney? No.
174. Where is the nearest? About four miles from Penrith.
175. How near to Bathurst is the contractor in that direction; or from the place where the superintendent resides? The superintendent lives up at Bowenfels, about forty-two miles from my place.
176. Is there any contractor nearer to Bathurst? Yes.
177. I understand the road is contracted for from Bathurst down to Penrith? Yes, in portions.
178. *By Mr. Cummings*: Do I understand you to say that you can obtain the blue metal you are using for the road within half a mile of the road? Yes, that which I have blasted.
179. During the last three years, previous to your becoming a contractor, do you know what has been the character of the superintendence, or what were the respective duties of the superintendent and overseers—how often have you seen the superintendent inspecting the line previous to your becoming a Government contractor? I did not know him, except for a very short time before I became a contractor.
180. *By Mr. Clements*: You keep an inn on the road? Yes.
181. *By Mr. Cummings*: Have you, within the last three years, before becoming a Government contractor, known many men to be employed on that portion of the line of road about Springwood, doing any work in the shape of repairs? Yes; I have seen a good number employed about that portion of the road, about twelve months since.
182. Was that work done by contract? Partly by contract. The stones were quarried, drawn, and broken by contract.
183. During the time that work was being carried on, have you ever seen Mr. Dawson giving instructions or superintending the formation or repairs of the road? I believe he was there at times; but I was not acquainted with him.
184. From the repairs that you have seen performed from time to time, before contracts were entered into, what sort of materials do you know to have been used for filling up holes? There was a little portion of the road repaired last year, and some of it was logged; it was on this side of the valley. The logs were adzed and laid close together. Another portion of the road had been repaired with metal.
185. Was this work performed under the superintendence and inspection of an overseer or the superintendent of roads? Chiefly by the overseers.
186. Were there overseers at that time? Yes; I believe Mr. Corcoran was overseer at that time.
187. From your experience in the formation of roads, is it your opinion that the roads in and about Springwood, if properly rounded, without being logged or having freestone on them, but with sound earth well rounded and drained, would be more substantial, solid, and last longer than by logging and putting green wood and sand on them? I think the use of sandstone is a waste of public money. If we had good gravel it would be better to form the crown. If the wood was put close together it would be better.
188. How long would the wood last before it decays? A very little time; some of it is rotten now.
189. How long has this been laid? Six or seven years. Captain Scott, when superintendent, laid some of it down.
190. *By the Chairman*: Saplings? Portions of them were weighty logs.
191. *By Mr. Cummings*: Is it your opinion that if this road at Springwood, which has been logged at an expense of £1 1s. per yard, had been formed from each side with proper table and drainage, that it would have been a better and more substantial road, and that this would have been better than expending so much public money in logging and using freestone? I believe it would, unless they had the road entirely logged and done well.
192. Do you know the piece of plank road at Wascoe's, which was laid down in Captain Scott's time? Yes.
193. What is the nature of the soil there—is it sand or bog? There is a black soil in that place, which makes a good road itself.
194. Without stone or gravel? No; but a good road without planking.
195. From the time Captain Scott gave up the superintendence of the western line to the time when you became a contractor, what has been the sort of superintendence—or was it done by anybody? There has not been much done in that way. A few spots were repaired only about twelve months ago; there was then about 300 yards laid down in one part, and about 500 or 600 yards near that portion I have contracted for.
196. *By Mr. Hoskins*: Do you think there has been a want of system in conducting the repairs—that persons have not in any number been employed upon the worst parts of the road, but have been too much scattered—do you not think it would have been better to concentrate them in particular places where the road was in a bad state of repair? Yes, much better than having them divided; for unless you keep a person continually with them they will not do their duty.
197. You mean to say that some parts of the road are worse than others, and that there was a want of system in not having the services of the men, especially where they would be most valuable; that they had been scattered all over the road? Yes.
198. *By Mr. Egan*: You say you are a contractor, and get so much per yard? Yes.
199. Are you not bound to complete the contract within a certain time? I think there is some clause of that kind in the specification.
200. You are not aware that you are bound to finish what you have contracted for within

- a specified time? I think there is some clause in the specification, that some portion of the work named by the superintendent is to be done monthly. Mr. T. Boland.
201. Have you signed any specification of the contract you have obtained? No. 22 Feb., 1860.
202. *By Mr. Cummings:* You are to do so many yards per week or per month, but you have not signed to that effect? No. It is in the power of the Commissioner to take the contract out of my hands if he thinks I do not get on with the work.
203. You could employ two men or twenty men, just as you please? I should lose the contract if I did not carry it on to the satisfaction of the Commissioner. I am bound in a clause of the specification to carry it on according to the manner in which the Commissioner desires.
204. There is no specified time for completing it? No.
205. *By Mr. Clements:* Do you understand when you are to finish these 1,500 yards you have contracted for? I am allowed 200 yards to each month.
206. *By Mr. Cummings:* Have you signed a written paper to that effect? No.
207. *By Mr. Hoskins:* There is no agreement as to the number of men to be kept employed on the work under the contract? No.
208. *By Mr. Cummings:* Do you know there are any more men employed under contract on the main road, besides the number of men you employ yourself? I do.
209. How many? About ten or twelve at Lapstone Hill.
210. Under the same contract? Yes.
211. *By Mr. Egan:* How many do you employ yourself? About thirty.
212. Employed daily upon the work you contracted for? Not all; some of them are working by contract in drawing and breaking stone.
213. How long have you had your contract? Since October last.
214. For how many yards? About 1,450.
215. *By the Chairman:* Is that finished? No.
216. How much of it is done? I cannot say; there is a great deal of metal ready for turning out, and there is about 700 nearly finished, with the exception of 250 yards at which a little remains to be done.
217. *By Mr. Hoskins:* From whom do you take the contracts? From the Government, by tender.
218. You lodge the contract with the Commissioner for Public Works? Yes.
219. *By Mr. Clements:* I understand you to say you have thirty men employed on the average? I have that number now.
220. What has been the average? I have sometimes had fifteen, sometimes twenty, but he kept pressing me for the work, and I have now put thirty men on it, and I had four or five carts. On coming down to Sydney I took up a lot of men, and employed more carts upon the work.
221. *By Mr. Hoskins:* You do not know how many overseers there are on the western line? No.
222. *By Mr. Egan:* Is there one to each contractor? No. I think one overseer has from Hartley to Lapstone Hill.
223. He superintends all employed in that district? Yes. His name is Corcoran.
224. *By the Chairman:* What is the amount of bond entered into for the due performance of the contract? One-tenth of the amount.
225. Deducted from the payments? Yes.

FRIDAY, 24 FEBRUARY, 1860.

Present:—

MR. CLEMENTS, | MR. CUMMINGS,
MR. PARKES.

THOMAS JARMAN HAWKINS, ESQ., IN THE CHAIR.

Mr. William Green called in and examined:—

226. *By the Chairman:* What are you? Sergeant of the Gold Escort. Mr. W. Green.
227. Have you been long acquainted with the Bathurst road? Since 1851.
228. Have you travelled it frequently? I have been up and down it once a fortnight ever since, except a year and ten months. 24 Feb., 1860.
229. What is the present state of that road? Well, it is in middling order now to what I have seen it.
230. Which is the part most out of repair, that between Bathurst and Hartley, or between Hartley and Penrith? Between Hartley and Penrith is the worst.
231. That is what is called the mountain road? Yes.
232. Is not that in a very bad state? It is.
233. Are there many men employed upon it? I do not see many, we travel so much at night.
234. You believe there are men employed upon it? There are some men.
235. But you do not know how many? No, I cannot say.
236. Have you had any experience on any of the other roads in the country? Not lately; I was for a time on the Goulburn Road, but I am five years off it now.

- Mr. W. Green. 237. Have you any knowledge of the management of this road,—do you know any thing of the way in which the superintendence of it is conducted? Well, for some time I was used to making roads myself at home, and I often said, from the way I saw the men making this road, that they did not know how to do it.
238. Where have you been accustomed to road-making? In Ireland.
239. What is your opinion of the way in which the mountain road and the other parts of the Western Road have been repaired? For the last twelve months I have seen it being done the way I should say it was done right, but not before.
240. That is the new system? Yes.
241. What part of the road are you alluding to when you say it is better managed than it was before? The Penrith Road from Hartley to Penrith, and the road from Hartley to Bathurst.
242. Is the system different from what it was? Quite different.
243. What is the system now? They are draining the road, and putting stone on it in place of timber and clay, which they did before.
244. The work is done by contract now, is it not? I heard it was done by contract.
245. Do you think the system of contract is a good one? I do.
246. Better than employing day-laborers? Far better, in my opinion.
247. From what you have seen of the road before this last system has been adopted, do you believe that within the last three years, we will say, it has been repaired in a very inefficient and bad way? Indeed it was.
248. Did there seem to be any regular system followed? There was no regular system; it seemed to me that they were trying experiments on the road, for they laid out money quite uselessly.
249. You believe that, from the nature of these experiments, there was a very great waste of public money? Yes. I heard it was day-work, and there were men working there that I consider never made a road before.
250. Then you think money was wasted on account of the way in which the men were employed, and also the system that was pursued? I do.
251. Until within the last twelve months? Until within the last twelve months, or it may be more.
252. *By Mr. Clements:* Do you know under whose management the roads were, previous to the present contract system? I heard it was Mr. Dawson, but I never saw him more than twice on the road.
253. You know him if you see him? Yes.
254. Do you know under whose management the roads are now? I do not.
255. You do not know whether Mr. Dawson is still the superintendent? I do not.
256. Do you believe he is? I cannot say—I did not hear.
257. Do you believe Mr. Dawson has the management of them still? I cannot say whether he has or not. I have not seen Mr. Dawson on the road these six or eight months until I met him the last time I came down, between Penrith and Hartley.
258. Since the alteration has been made in the system of repairing the roads, that is, since contracts have been taken, you say there has been great improvement? Yes, great improvement.
259. In what way—with regard to drainage? Yes, with regard to draining, and rising the road, and making regular shores and culverts instead of the former ones; there were a dozen culverts made on Mount Lambic which were filled full of sand before they had been there a month—the first shower of rain filled them up level with sand. I have seen the men at one culvert from the time I passed by coming to Sydney till I came back again.
260. With what material are the holes filled up now? They level them first with soft stones, and then over that they put hard metal.
261. Some time ago, I believe, it was usual for the men to fill them up merely with earth and clay? Yes. They tried another plan—they made one-half the road with short junks of wood, and the other half with stone and clay.
262. How did that answer? The first heavy team that came on the ends of these logs raised them up, and made big holes in the road.
263. That system is abandoned now? Yes. There was only about a hundred yards made that way.
264. On the whole, the present management is much better? The present management is fifty to one better than it was; they are just making the roads now the same as they make them at Home.
265. Do you recollect how long it is since the change took place? I think about twelve months.
266. Do you know what persons there are under Mr. Dawson on the road? I know one man that used to be under Mr. Dawson; he has more men now, but I do not know their names.
267. You do not know how many overseers there are? No.
268. *By Mr. Cummings:* If I understood you rightly, you have had a knowledge of the Bathurst line of road for the last five or six years? Yes; five years.
269. As sergeant of the gold guard? Yes.
270. You have been in the habit of travelling over that line of road once a fortnight for that time? Yes.
271. Before the late improvements were commenced, what material was used in making repairs on that line of road—stone, wood, sand, or clay? In some places wood, what they call the corduroy road; in other places, nothing but clay; and other places, soft stone. That was the old way, until within the last twelve months.
272. Have you, during that time, frequently seen that road in an impassable state, with teams after teams bogged in the centre and at the sides of the road? Indeed I have, many a time.

273. So that they have been compelled to be dug out? Yes; we would have to go a mile *Mr. W. Green.* out of the road through the bush.
274. Is it your opinion that the money expended in filling up the holes, previous to the *24 Feb., 1860.* present improvements, has been to a very great extent wasted until within the last twelve months? It is. I have known wood to be drawn on to the road to make the road, and to be left there without being used until it has disappeared; whether it was taken away for firewood or not I do not know.
275. Do you allude to large trees or small trees? Middling trees.
276. After they had been drawn to the side of the road, did they remain there for any length of time before they disappeared? Yes, nearly twelve months.
277. That is a work that must be performed at some expense? Yes. I understood the men to say they were to make a corduroy road of it across the bridge at the foot of Mount Victoria. The trees have disappeared; but what was done with them I cannot say. Either this side of Mount Victoria or the other there were hundreds of loads of wood, and I do not see half of them there at the present time.
278. They must have been brought there at very large expense? Indeed they were, for they had to get them a good distance in the bush.
279. During the last five years, from the impassable state of the road, how long have you known bullock teams to be detained on the journey between Bathurst and Sydney, and between Sydney and Bathurst? Three weeks—a month—six weeks. I have often seen six, seven, or eight teams broke down between Penrith and Hartley alone, and we could not go on the road at all for eleven miles.
280. You found you could go better through the bush? Yes. We have had to make three or four bridges on one journey; we took an axe and a spade and went a road a coach never went before.
281. You know Superintendent Dawson? Yes.
282. And I understood you to say that though you have been up and down that road for five years you never saw him but twice or three times? I have never seen him more than three times in the last three years. Last Wednesday fortnight I saw him the last time, riding up the mountains.
283. You are thoroughly acquainted with what is called Mount Lambie? Yes.
284. Do you know the new cut that goes around through the bush by Greenhatch's? Yes.
285. In wet weather and soft weather what sort of a tract is that? Very bad; in wet weather it is not as good a road as the other to come, though sometimes there are such holes in Mount Lambie, and there is such a fall on one side that it is more dangerous. I would rather come over the hill than go Greenhatch's road.
286. Which of the two roads is the shortest and best and the easiest to put in thorough repair? In my opinion over the mountain is the best road. We are going over the mountain now these last six months.
287. Do you know of your own knowledge, or from representations made to you, if there is one deputy overseer or more on the line of road from Hassan's Walls to Bathurst, besides Mr. Dawson? Yes; there are three or four.
288. Although there is not to your knowledge a daily or weekly man employed on the road now? I understand it is done by contract.
289. *By Mr. Clements:* Do I understand you to say there are overseers paid by Government on that line of road now? I cannot say as to that; I cannot say whether they are paid by Government or by the contractors—but there are overseers.
290. *By Mr. Cummings:* From your knowledge of road-making in the Mother Country and your general knowledge of the roads here, do you believe there was a great want of ability in the authorities that had the management of the mountain road for the last three or four or five years previous to the present contracts? Previous to the present contracts I considered the money laid out on this road was a regular waste of money, and I even told the men who were working on it so.
291. Are you aware whether there is plenty of road metal to be obtained at reasonable distances along the line of road from Hartley to the edge of Bathurst Plains, or to Green Swamp? Plenty; they are getting good metal now in sight of the road.
292. And on the side of the road? Yes.
293. Is it your opinion that the want of drainage and properly rounding the roads has been one of the great causes of the mountain road being so very bad? That is the very thing I consider makes it so bad; they do not drain it properly, nor rise the road properly. In some parts of the road that they made formerly, the centre used to be the hollow and the rise at each side.
294. Have you seen the water, from the hollow state of the road, remain there until absorbed into the earth, because it could not run off? I have, frequently.
295. Is it your opinion that it would be preferable to ballast the centre of the road with the earth taken out of the water-tables and out of sufficient drains, the road being well rounded, instead of drawing for the purpose soft freestone, or wood, which must eventually rot away in a few years? I consider it would be the best—that the more stuff they take away from the sides of the road the more they will cause drainage. It is better than wood. There is not a bit of stuff taken away from the side of the road but it forms a place for drawing away the water.
296. Even through the bogs and soft country at home, the roads have been rounded from earth taken out of the water-tables? Yes.
297. There is no wood drawn in that soft country to ballast the roads, but they are rounded from the mother earth taken out of the drains and water-tables? Yes, I have known at home

Mr. W. Green: home places so soft that you could not walk in them, and by drainage they have made them good hard roads.

- 24 Feb., 1860. 298. *By the Chairman*: Have you observed a quantity of metal lying on the side of the road, in various places, for a long while, that has been broken and not used? Yes.
299. Can you say why that metal is left there unused after so much money has been expended in bringing it? I cannot, though I often spoke about it.
300. Large quantities of metal have been lying unused while the road was in an almost impassable state? Yes.
301. *By Mr. Clements*: The holes being filled up with clay at the same time? Yes.
302. *By the Chairman*: You have had experience of road-making at home? Yes.
303. Would you not say that, in making the line of road from the Nepean to Bathurst, under the system of contracts, a general superintendent with one overseer would be sufficient to watch the work,—or what number would you say would be sufficient under the system of contract? I should say one man could do it.
304. One man could watch the contracts? One man could watch the contracts. It does not require to be watched like day-work. One man could do it from Pentith to Bathurst.
305. Do you believe or do you know that there are several men employed in the superintendence of the contracts? I believe there are several people employed.
306. Then you would say that, under the system of contract, a general Government Superintendent, with one man under him, would be amply sufficient to watch the contracts on the part of the Government? Yes, quite sufficient.
307. *By Mr. Clements*: This metal that has been spoken of was broken at the time when the whole of the line of road was being repaired by day-labor by the Government? Yes.
308. And overseers paid by Government inspected the work at the time? Yes.
309. Mr. Dawson was then inspector? Yes; and there was a man under him as overseer, named Francesco Gilloupa, or some name like that, an Italian.
310. Is that the man that has now a contract on a portion of the road? Yes.
311. Then the stone which lay so long on the side of the road, broken but not used, was prepared when that man was overseer? Yes.
312. Is that stone now there? I think some of that stone has been taken since for some of these contracts, but I will not say so positively.
313. Do you not, since the contracts, in several places miss heaps of stone that you have seen lay there a long time? Yes.
314. Is that stone removed for any other purpose besides repairing the Bathurst Road? I cannot see anywhere else it should be removed to.
315. You know of no improvements or repairs that are being made by private individuals? No, I do not.
316. But the stone is not now to be seen? No; it is taken away, but not put upon the road.
317. *By Mr. Cummings*: Do you recollect a large pile of broken stone lying between Redbank and Diamond Swamp? I do.
318. That was broken by contract at some fixed price between Mr. Dawson and the parties who broke it? I know of that large heap of stone being broken there.
319. Do you know what has become of that large heap of stone? No.
320. Are you aware that that large heap of stone was broken when the men were employed by Government? I cannot answer that—I cannot say for a certainty.
321. That stone was broken and lying in a heap for a long time before the present contract for the repairs of the road at Redbank had been taken, or attempted to be performed? I believe so; I believe the stone was broken there before anything was done with Redbank Hill; the contract might have been taken before that, but I cannot say. I have seen several heaps of stone as well as that.
322. Broken by weekly men? Broken in the time of the day-work.
323. Has all that disappeared? Very nearly; I know I remarked that a great deal of it was disappearing.
324. I understood you to say that notwithstanding these stones had been previously drawn and thrown down in heaps, and left there month after month, the holes in the road were filled up with clay? Yes.
325. Do you know what has become of these particular heaps of stone drawn at these great gulches where people have to turn into the bush on account of the badness of the road? I cannot tell.
326. Do you know the gap at Hassan's Walls, which is now under repair? Yes.
327. You have known it for the last five years? For the last nine years.
328. Was it in the power of Superintendent Dawson, who lived within a mile or a mile and a-half of that gap —? More than that.
329. Say three or four miles? About four miles.
330. From the impassable state of that gap, was it not necessary to cut a new line of road at a very large expense, and to make some bridges, so as to get by Hassan's Walls at all? Yes, we did not go round there for eight months.
331. This new line of road, with the bridges or viaducts laid down upon it to make it passable, must it not have cost a great amount of money? Yes, it must; the men were working on it for a long time.
332. Daily or weekly men? Yes.
333. It is useless now? Yes.
334. Was it in the power of the superintendent, for two or three years previous to that expense, to repair that gap in the same way in which he is repairing it now? If they had laid out the money upon the main road that was laid out on that back road it would have made it a great deal better than what the road was that was made. Though the road was bad,

bad, it was not bad all round; it was only spots that were bad; and in place of that they ^{Mr. W. Green.} made this road all round.

335. What length is that new cut that is now shut up and not used—what length do you ^{24 Feb., 1860.} suppose it to be from where it turned off the main road until it came out on the main road again at Hassan's Walls? I think it is a good mile.

336. Is it your opinion that that was a complete waste of money? I do consider it nothing else. It is in private hands now.

337. Going through private property? Yes.

338. It is fenced off? Yes.

339. The repairs to that gap could have been done as well three years ago as they are now? Indeed they could.

340. There was nothing to prevent the same repairs? Nothing.

341. *By Mr. Clements*: So far as you know? So far as I know, of course.

342. Did you ever hear a report that there was a connection between the superintendent of the road and the Italian contractor, with regard to horses and carts? Well, I did hear it.

343. You heard a rumour? Yes.

344. To what effect? I heard by two or three that they went regular halves.

345. *By the Chairman*: Divided the spoil? Yes, that he would apply for these contracts and Mr. Dawson would give them to him.

346. *By Mr. Parkes*: You say you heard from two or three persons? Yes.

347. Persons of what character? First, I heard it from the coachman on the road, and then I heard it from other people; I heard a publican on the road mention something about it.

348. *By Mr. Cummings*: Did one fact connected with the matter come under your notice, that, during the time this Italian was in the public service as overseer, his own or Mr. Dawson's horses and carts were employed daily in the public works at so much per day? I heard so, but I could not say whether it was the fact.

349. You have heard it as a general report? Yes.

350. *By Mr. Parkes*: Have you personally any knowledge of facts that would give consistency to these rumours? No, I have not.

351. Regarding this road as the Queen's highway and as a principal thoroughfare for passenger traffic, are there not places where, from the precipitous nature of the sides of the road, there is great danger to the traffic for want of fences? Indeed there are; I could mention several places.

352. Are there not places on this road where from the slightest divergence on the part of the horses the mail would be precipitated down the embankment? Yes, on several places two coaches could not pass.

353. Will you endeavor to describe those places as far as you recollect them? I can describe a good many of them. I will commence first with King's Table Land there is a dangerous place; also the bridge going over the Weatherboard cannot be worse.

354. Might not the slightest circumstance, the slightest cause of fright to the horses, cause the destruction of the whole of the passengers at that bridge? Indeed it would.

355. For want of a very trifling expense in the erection of a fence? Yes. If a pole-chain should break, as it often does, the thing we do is to lay into the wheelers, give the leaders the whip, and go at full speed down the hill. There is a dangerous place at Elliston's Toll-bar, and another at Seventeen-mile Hollow—I think that is the very worst. Going down Pulpit Hill is as dangerous a place as ever the bridge was. Soldier's Pinch then is a very dangerous place. There are several places besides that I do not know the names of; but these are places that are very dangerous. The top of Mount Victoria is a dangerous place; also going into what they call Big Hartley; then the bridge at Solitary Creek is dangerous; and Mount Lambie, all round the curve.

356. You think it necessary that a fence should be put on Mount Lambie on the side where the declivity is? Yes, a very strong fence.

357. Do you recollect a very serious accident which occurred on Mount Victoria when all the mail horses were killed and one or two of the passengers? Yes.

358. Do you recollect also an accident which occurred when the horses were frightened by the lightning? No; I was at Braidwood at that time.

259. How long have you been in the Colony? About ten years.

360. Have you ever heard that a horse team fell over Lapstone Hill? Yes.

361. Was it since you have been sergeant of the gold guard that the coach and horses went over at Mount Victoria for want of a fence? I was not on that road then; I had been gone about a month.

362. *By Mr. Clements*: Did not Sergeant Graves get his leg broken at another time near the same place? Down a little lower.

363. *By Mr. Parkes*: Will you proceed to mention any other dangerous places that occur to you? The next place beyond Mount Lambie is the Frying-pan Hut; that is a very bad place.

364. Do you consider it necessary to have strong fences put up at all these places? Yes.

365. Is the danger at all these places of this character—that the safety of the mail entirely depends upon the skilful driving of the coachman; and in the event of insobriety or inattention on the part of the coachman, nothing would save a very serious accident? That is true; nothing could prevent them going over at any of these places.

366. *By Mr. Clements*: If I understand you rightly, the places that strike you as being the most dangerous are these:—Elliston's Toll-bar, King's Table Land, the Weatherboard Bridge, Pulpit Hill, Soldier's Pinch, the top of Mount Victoria, going into Hartley and out of Hartley, Solitary Creek Bridge, Mount Lambie, and Frying-pan Hut? Yes.

Thomas Brown, Esq., called in and examined:—

- T. Brown,
Esq.
24 Feb., 1860.
367. *By the Chairman*: You are a resident at Hartley? Yes, I have been so for the last twenty years.
368. Are you well acquainted with the Bathurst Road, from the Nepean to Bathurst? I am pretty well acquainted with it. I had charge of it for some time under former Governments.
369. What in your opinion is the present state and condition of that road? It is very bad. I can scarcely compare it to anything but the bed of a canal partly dried up.
370. Will you enumerate some of the worst places on the road, beginning with the mountain road? In some places it is almost impassable, particularly after rain. When I came down on Wednesday last it was up to the horse's belly almost in nothing but mud and slush in many places.
371. Will you enumerate some of these places? There are one or two places about Springwood that are very bad, and then again before you get to Eighteen-mile Hollow, round some of those sharp curves, where Captain Bull used to have his station—there is a place there almost impassable. Then on both sides of Pulpit Hill it is very bad. I did not see the Soldier's Pinch, because, being on horseback, I came the short way; indeed, I avoided all the worst places I could. Beyond Hartley, I have not seen the road for a long time.
372. You are more acquainted with the mountain road? Yes. The neighborhood of Hassan's Walls has been a place dangerous to pass for years.
373. Have you any knowledge of the construction of roads? Yes; I have had a little experience both in the old country and in this country.
374. What is your opinion as to the way in which the money has been expended in repairs on the mountain road? It has been wasted, I consider, as far as my judgment goes, making by-roads where there was no occasion for them.
375. Does it seem to you that any regular system of road-making has been adopted and followed up? Not till lately. They have been just trying experiments and wasting the money. Lately there have been some few contracts let.
376. Within what period has there been an improvement? I see considerable improvement in the last six months, since the few contracts have been let.
377. Will you inform the Committee in what way you believe the system, until the contracts were entered into, was bad, and in what way the money was wasted? Instead of making proper repairs on the old road, short cuts were taken, making by-roads, as they said, preliminary to great improvements on the present line; and as much money was expended on these by-roads as would have made the main road good. I have seen stone broken and culverts made on by-roads which would have made the main road good—round Hassan's Walls, for instance.
378. When you speak of experimental road-making, you mean by that that several different systems appear to have been attempted? Yes. In some places they made one-half of the road of wood and the other half of stone.
379. Are you aware in what way the general superintendence of the road, on the part of the Government, is managed—the number of superintendents, and the number under them, Government employées? I believe there are three under ones and the head one between Bathurst and Penrith. I think there is Drew next to Bathurst, Hanley at Bathurst, and Quodling (the brother of the sergeant of the Sappers and Miners) at the lower end.
380. What do you call these men—overseers? Overseers they are called.
381. And Mr. Dawson is the general superintendent over the whole? Yes.
382. Then there are three overseers and the superintendent? Yes.
383. Would you consider that, under the system of contract, so many superintendents and overseers on the part of the Government are necessary? Not at all; the person at the head of the department could examine it all himself by being often enough on the road.
384. Now that the contract system is in operation? Yes. If it is not going too far I may mention an instance of what I saw coming down. In some of the heaps of broken stone which had been measured, they had packed large stones in the middle, and these stones were afterwards taken out and carted away to another place where they would be broken, measured again, and paid for a second time.
385. You saw that on your way down? It was pointed out to me. I mention that to shew that the work is not properly inspected when done. I intended to have told Captain Martindale of it.
386. These large stones were packed in the middle of the heaps? Yes; and covered with small stones.
387. Which made the heaps larger of course? Yes.
388. Are you aware whether in the mountains good metal for the roads is obtainable within a reasonable distance of the road? I think it is very fair metal; it is a sort of mixture of ironstone, and would stand very well if properly put on. The great drawback to the road is, that they leave it too long without attending to fill up the holes.
389. Has bad material been used when good material was obtainable? In some places it has; at Hassan's Walls in particular, sandstone has been used when metal was within reach.
390. Do you believe that the Government superintendence of the road is not only very expensive at present but very faulty? I do.
391. *By Mr. Clements*: It is usual, I believe, when stone is prepared for the road, to have the place where it is deposited before being measured, squared and the heaps of a certain depth? Yes, and the ground should be level.
392. And before that stone is allowed to be used, it should be subject to inspection by a Government overseer? Yes.
393. If he did his duty, would it be possible for the imposition you have alluded to, to be practised?

practised? I think not; I think by cutting through the heap in various directions as they ought to do, that would be found out.

394. That ought to be an invariable rule? Yes; either they should do that or attend a second time when the heap is spread.

395. Do you think that the superintendent and one overseer, if they did their duty, could not attend to the whole of that road under the present contract system? I think the superintendent ought to do it alone.

396. *By Mr. Cummings:* I understood you to say you had some experience of road-making in the Mother Country as well as in New South Wales? Yes.

397. What has been, in your opinion, the great cause of our Western Road being so very bad and all but impassable,—is it the want of drainage and properly rounding the road? To a great extent it is. The principal thing to begin with is the want of competent people in charge; we never have had a competent person in charge of our road.

398. The want of drainage and proper formation of the road by rounding it you consider to be one of the great defects? Yes; when once it is properly rounded the water keeps off, and even a clay road will then last a long time.

399. From your knowledge of the road and the nature of the earth, or mixed earth and gravel, as the case may be, is it your opinion that, if the road was properly rounded and drained, even without metalling or macadamising, it would last for years? There are portions of the road that would do that.

400. Is it your opinion, that if the road was properly rounded from the earth or gravel, as the case may be, taken out of the water-tables, and properly drained, that it would be more substantial than ballasting the road with freestone and wood? In some places it would. I do not think I would ballast it with freestone at all.

401. Previous to the present contract system being entered into, is it your opinion that the money used for repairs of the road has been wasted to a very great extent? To a very great extent.

402. Is it your opinion that the gentleman who has charge of the road is a fit and competent person, and thoroughly up to his employment as a roadmaker? From what we see he has not proved himself such.

403. Do you know an Italian who was formerly an overseer on the road, but is now a contractor? Yes; we used to call him Mr. Dawson's aide-de-camp.

404. Do you know his name? Francesco we call him at Hartley.

405. Did you know him as a deputy superintendent of roads under Mr. Dawson? We considered him as such.

406. Has it come to your knowledge that during the time Francesco was a Government servant, as overseer under Mr. Dawson, his carts and horses were employed by the day or week, as the case might be, working on the public road? I cannot answer that question. Mr. Dawson and I are not very friendly, and I never had ———

407. Have you ever known Mr. Dawson's horses and carts to be employed on the road? Not to speak with certainty; I have heard such a report.

408. Do you consider it a waste of public money to employ so many overseers under Mr. Dawson while the work is performed by public contract? I think so; I think the superintendent ought to examine all the contracts himself.

409. I understood you to say that on your way down you found the mountain road almost impassable at various places? I did; particularly at Eighteen-mile Hollow; it is almost impossible for a team to get through.

410. And from your own knowledge you are aware that moderately good metal is obtainable within reasonable distances? I think so; there may be some particular spots where it would have to be drawn a few miles.

411. *By Mr. Parkes:* Supposing £50,000 were placed at your disposal for the repair of this road, in what way should you proceed, as a practical man, in the reformation of the road? £50,000 would not do much.

412. Suppose that sum—proceeding on the basis of that sum? I would repair the worst places on the road, and leave a man in charge every two or three miles to keep these in repair, as far as £50,000 would go. It would take £150,000 to make the Bathurst Road good.

413. I was desirous of ascertaining in what manner you would repair these places—would you repair them in the same way as the repairs are done now—for instance, would you form the road with clay or gravel, or ballast it with sandstone before putting on the metal? In some places I would form up the road with clay, but there are other spots where I would put on metal, because I think it would be folly to put on clay where metal could be obtained.

414. Should you proceed on any plan involving a radical change from the method in which the road is repaired at the present time? In all the soft boggy places I would first cover the road with large stones, perhaps nearly a foot square, and then break smaller stones and put them on the top; the large stones would prevent the small ones from being swallowed up in the mud, and would also drain the road. I believe a road made in that way would last for twenty years. It wants something as drainage.

415. My object is to elicit your opinion as to how the road could be best put in a good state of repair. I will put another question hypothetically. Suppose you were commissioned to put the road in a good state of repair without regard to expense, how would you proceed? I would macadamise it where I could get the stone, laying the foundation of large stones, as I have just said, and putting smaller stones over that again.

416. Would you adopt the present track from the Nepean to the Macquarie, or make any divergences from it? I do not think I would make any, without a very large sum was voted to carry them out.

T. Brown,
Esq.

24 Feb., 1860.

- T. Brown,
Esq.
24 Feb., 1860.
417. You would adopt the old line of road? Yes, generally. There are places where I would diverge a little.
418. Would you attempt to level any part of the road? No, I think I would keep the present road. There are places where an improvement could be made, but it would require a much larger sum of money than we could expect.
419. Speaking without regard to expense? I would follow the present line of road in most places.
420. You would adopt it not only as to track but also as to levels—you would simply remake the road and proceed on the ordinary system of macadamising? Yes, where it could be done.
421. Then, in your opinion, all that is wanted is, that the road should be macadamised? Yes.
422. Have you ever considered the question of a tramway across the mountains to Bathurst? No; I have never had any experience in tramways.
423. Have you ever heard anything about the plank roads in America? Yes, I have travelled over them.
424. Have you ever thought that a mode of construction like the plank road in America would be suitable for the mountains? If it could be made it would be, but it could only be done at very great expense; we have not such timber in the mountains as they have alongside the roads in America. The short piece they tried on the mountains did not answer very well.
425. I do not think that was on the American plan? Not quite.
426. *By the Chairman*: You mean the piece near Wascoe's? Yes.
427. *By Mr. Parkes*: You say you have travelled on the American roads? Yes.
428. Are not the planks laid longitudinally there? Yes.
429. In the instance you mention the pieces were laid crossways? Yes.
430. Are you an advocate for a railway to Bathurst? Yes.
431. Do you expect to get one very soon? I hope so.
432. Do you really think a railway will be carried through the mountains in any reasonable time? I cannot say. I am afraid Parliament will not grant the money.
433. You must have seriously considered the probability of railway communication with Bathurst, your own interest being wrapped in that question—has it appeared to you that you have a right to expect a railroad within the next several years? I do look forward to it.
434. Do you think you will get it—do you feel confident about it? It can be made if we can get the money.
435. What I want to elicit is, whether you, as representing a part of the Western District, expect to see your desire realised within the next few years? I must say I do feel a good deal of confidence in having a railway to Bathurst; but at the same time good roads are necessary, besides the railway, to carry the produce.
436. The road would not be of much use after the railroad was made? Not on the Blue Mountains, but after you leave the Blue Mountains it would.
437. Supposing it takes £150,000 to put the main thoroughfare in good order, as I understood you to say it would do, it would be not only a folly, but beyond the means of the Colony to vote that sum if at the same time we were voting money for a railway? I would not recommend that money to be expended now, until we see whether we are to have a railway. It depends so much on Parliament.
438. *By the Chairman*: There are many places where the main road has to be abandoned for the bush in consequence of its bad state? Yes, a great many places. Being on horse-back coming down I did not see so many of them, but the mail has to leave the road in a great many places.
439. Are you acquainted with a cut which avoids Mount Lambie, going round by Greenhatch's? I have travelled round that.
440. Have you formed any opinion as to whether it is desirable to expend a large sum of money on that new cut in preference to the Mount Lambie line? No, I would keep the old road.
441. *By Mr. Parkes*: The road by Greenhatch's is certainly over a much more level country? Yes, but a much more rotten country, where it would be very expensive to make the road.
442. *By Mr. Clements*: Do you think that in the first instance that would have been the preferable line? Yes, decidedly so.
443. If you had to remake the two, would you not prefer constructing that road in preference to the road over Mount Lambie? Yes, decidedly.
444. Do you know anything of the Fish River, from Hartley to Bathurst? I do not know much of that country; I never travelled to Bathurst that way.
445. *By Mr. Parkes*: I should infer from what you have said that you think carrying the road over Mount Lambie was a great engineering mistake? Yes.
446. *By Mr. Cummings*: You know what they call the Gap at the Red Waterhole? Yes, at the Yellow Waterhole.
447. Is that at present being repaired? Yes.
448. It has been impassable for some length of time? For nearly four years it has been almost impassable in wet weather.
449. Are you acquainted with the new cut that was made to avoid that some two or three years ago? Yes.
450. Has that new cut cost a large amount of money? I should say as much as would have put the other in thorough repair. I have seen a great many men working on it for a length of time.
451. That new cut is now abandoned? The other is not quite finished; but it is partly abandoned now, and as soon as the contract is finished it will be abandoned altogether.

452. Then as soon as the Gap is completely repaired, the money expended on the new cut will be a dead loss? Yes. T. Brown, Esq.
453. Had the superintendent a full opportunity of getting that piece of road repaired previous to that great expense being incurred on that new line of road;—would not a portion of the money laid out in the formation of the new line of road have repaired the old line of road? Yes, I believe it would have done so. It was already formed and only wanted water-tables properly sunk, and metal put on the road. 24 Feb., 1860.
454. Had the money been expended, in the first instance, in the repair of that portion of the road from the Gap to the Yellow Waterhole, would not the cost of the new cut have been saved to the public? I consider so.
455. You think that was completely lost? All that was put on the by-road was.
456. *By Mr. Parkes*: There are some places on the road where it is absolutely necessary that fences should be placed along the declivities to prevent danger, in case of fright to the horses, or other accident? Yes, several places.
457. Where by slight inattention on the part of the driver, or by sudden fright to the horses, the mail or any other carriage would be upset and all or nearly all the passengers killed? Yes; I have heard of accidents of the kind.
458. *By Mr. Clements*: Are not these some of the places where such fences are required:—Elliston's Bar, King's Table Land, Weatherboard Bridge, Pulpit Hill, Soldier's Pinch, the top of Mount Victoria, the hill coming down to Hartley, and going out of Hartley again? Yes; a man was killed when the coach upset there not very long ago.
459. Then the Solitary Creek Bridge, part of Mount Lambie, and Frying-pan Hut? Yes.
460. *By Mr. Parkes*: You consider that at all the places just named strong fences are absolutely required to guard against fatal and calamitous accidents? Yes; it would be a great security to life and property. Two or three accidents have happened already.

Mr. Patrick McGarry called in and examined:—

461. *By Mr. Cummings*: Where do you reside? At Hartley. Mr. Patrick McGarry.
462. Have you any knowledge of road-making? Yes. 24 Feb., 1860.
463. In any other country besides this, or did you receive all your information of road-making in this country? In this country I received what information I have of road-making.
464. Are you acquainted with the line of road from Hartley to the Nepean River? Yes.
465. Are you also acquainted with that portion of the road from Hartley to Bathurst? Yes.
466. How long have you been acquainted with it? Twenty-four years.
467. In what state is that portion of the line of road from Hartley to the Nepean River at the present time? Well, from the Toll-bar to Mount Victoria—to Springwood in particular, it is in a very bad state; in fact, the most part of it, from what I have seen coming down, is more like a creek than a road; there is no formation of the road at all, and it is a complete quagmire in places.
468. Does it appear to you that a proper system of road-making has been carried on on that line of road for these last few years, or at any time that you have been acquainted with it—say the last six or seven years? For the last six months I very much approve of it.
469. What is your opinion respecting the system pursued for the last six or seven years, up to the time of the present contract system being adopted? I consider that the repairs have never been carried on in a satisfactory manner up to that time; too many different plans have been adopted, and what was approved of to-day would be condemned a day or two after. I have had an opportunity of observing, for I have been a considerable time a working overseer on the roads, close on four years; I have been under Mr. Andrew Brown, under Captain Scott, and under Mr. Dawson.
470. What, in your opinion, is the bad state of the road traceable to—is it to the want of proper formation and the want of drainage? The chief fault is, I think, the want of drainage. I have seen the road a deal higher where the water-table should be than in the centre. In other places, work that has been done has been all removed again; in fact I have been employed myself with a party of men in that way, at a place where a great sum of money had been expended, on Soldier's Pinch—where Captain Bull constructed the road formerly. Logs were placed on the road at certain distances, and between these logs was filled in with sand from the road side, and the first heavy rain washed it all away. When Captain Martindale was going up, about two years ago, both ends of this road were stopped up, and I was sent with a party of men to take the logs all away again into the bush.
471. By whose orders was that work performed? By Mr. Dawson's order. It was done by a lot of Italians, I believe.
472. Where that sand was being put on to level the road was metal obtainable? Plenty, on the roadside.
473. Had the metal been brought on to the roadside at the public expense? No, it was not brought on to the roadside; but it was to be obtained on the roadside.
474. And at that particular spot Captain Martindale ordered you and a party of men —? No, no. This road was stopped at both ends when Captain Martindale was coming. It appeared to me as if they did not wish Captain Martindale to see it. The clay was all washed away, and the logs stood on the road—not on Old Soldier's Pinch, but what they call the Second Soldier's Pinch. Two parties were sent there and had it levelled to make it passable before Captain Martindale came up; and this other road was completely stopped up.
475. *By Mr. Clements*: Do you mean that it was the New Soldier's Pinch that was stopped up? Yes. It had been levelled with logs and sand; the logs within about a rod of each other

- Mr. Patrick M'Garry.
- 24 Feb., 1860.
- other and the space between filled in with sand; and when the rain came it washed the sand away.
476. *By Mr. Cummings*: After drawing the logs on to the road you were sent with a party of men to draw them away again? Yes. It was not Mr. Dawson that told me to do so; he placed me under the supervision of a man they called Francesco.
477. Was he an overseer too? He was overseer over me.
478. And Mr. Dawson over him? I do not know how that was.
479. Was Mr. Dawson at that time superintendent? Yes.
480. You were acting as assistant overseer, under the instructions of Francisco, when you took these logs away? Yes.
481. Do you know at whose instance those repairs were first made? I should say it was by Mr. Dawson's orders, for it was in his time the repairs were done. I never knew any logs laid that way on the road before Mr. Dawson came.
482. Did that appear to you to be an experimental process of road-making? Yes. I am satisfied it was experimentalising; it was nothing else.
483. Am I to understand that the money so expended was completely lost to the public? Yes, I consider the road was a good deal better before the logs were put on it. I could compare the road to nothing else, when we took the logs off, but nice little beds in a garden, marked out by the places where they had been lying.
484. How long altogether were you assistant overseer on the Hartley road? Very nearly four years—not four years all out, but very near I think.
485. Is it your opinion, from your knowledge of road-making, that the present system of ballasting the road with sandstone and logs in many places is a proper system—or would it be a better system to round the road from the earth taken out of the water-tables, and make sufficient drainage to carry the water off the roads? Owing to the nature of the materials on the road, there are places where the stuff out of the water-tables would do a great deal of harm; but with anything of granite or even stiff clay, I think it would be far superior to sandstone.
486. Is it your opinion, from what you have seen, that the present superintendent possesses the necessary ability and knowledge of road-making to enable him to carry on the repairs required on the road? No, according to my opinion he is not capable of carrying the roads out; he has no certain system of doing it—what he would tell me to do to-day he would condemn to-morrow, and what he would condemn one day he would tell me to do again the next. He has told me to make three roads in one—a track made of logs on each side, and a clay road in the centre for summer traffic.
487. Three different tracks? Yes, an eight-foot road going up and eight-foot road coming down, of logs; and not to allow the centre to be worked on at all in winter, but to keep it for a summer road. On a very bad part of the road he has ordered me, where there was a very deep hole, to clean it out and make it a foot deeper and wider than it was; if it was only four feet deep I was to make it six, and if it was two feet deep I was to make it three, and to cut the hole square, so as to get all the bad stuff out of the bottom, then I was to fill the hole in again within a certain distance of the surface, about eighteen inches, and then get good big heavy logs and get them rammed in with two men and a heavy rammer, into the hole, and put clay on to the top; then, to convey the water away from this hole in the centre of the road, I had to dig a small drain on each side and fill it with boughs of trees made into faggots that the water might ooze from the hole; I gave him my opinion that the first heavy dray that would come would sink down through this little bit of a drain, and that the boughs would be of no use; and he seemed to be very angry with me for saying so. This was between the two Hartleys, at a time when the road was in very bad condition.
488. *By Mr. Parkes*: Was this method adopted in other instances? No, I never did it at other places.
489. That was an experiment? Yes, I suppose it was.
490. *By the Chairman*: Did you do much in that way? No, I commenced that, and then I was stopped in order to do it another way.
491. *By Mr. Parkes*: I think you have said already that there was no system whatever pursued in repairing the road during your experience, but that it was done first one way and then another? There was no system that I could see that was carried on for any length of time; nearly every week there was a different way.
492. You say repairs were done in some instances, and then undone again? Yes.
493. *By Mr. Cummings*: You know Hassan's Walls? I do.
494. You know what they call the Red or Yellow Waterhole in the Gap? Yes.
495. Have you any knowledge of a new piece of road that has been made there two or three years ago to avoid that bad piece of road in the Gap? Yes.
496. Do you know of your own knowledge the time that road was commenced to be made—the new road? Well, I think about last winter it was three years.
497. Had the present superintendent and overseers an opportunity, previous to the making of that new road, to repair the old road that is now undergoing repair? Yes, they had, and they commenced to repair it, and left it and went to open a bridge; they did some work at the bridge, and bought a deal of logs, and the logs lie there still—or they did the last time I was there. They marked out the bridge across the road, and cut a drain a long way down the bush to convey the water. I have not been up there for twelve months, but the last time I was there I saw the logs there.
498. Had they never been used? No.
499. How long ago is that? They must have been there two years the last time I saw them.
500. Could the expense of making that new cut have been avoided by repairing the old road

road which is now undergoing thorough repair? Yes, if the old road had been repaired there would have been no necessity for the bottom road.

501. Have you any idea what the expenses might be of making that new cut? I could have no idea what it has cost. I know there was men working on it, but I could be no judge of what their work was to come to. They were all foreigners that were working there.

502. Is it your opinion that the general system of repairs that has been carried on for the last three or four years, previous to the present contracts being entered into, was such as should have been adopted by a man or men who thoroughly understood their work? No, I do not think so.

503. Do you know this man Francisco? Yes.

504. At the time that man was overseer over you, did it come within your knowledge that his or Mr. Dawson's carts and horses were ever employed on the public works? I know that man had a good many horses—three at one time—but whether they belonged to him or Mr. Dawson I do not know.

505. *By Mr. Parkes:* This Committee has been appointed to consider the condition, management, and best mode of repairing the Western Road. As you have been employed upon it as overseer, and appear to have directed your attention very particularly to this road, and to have a good knowledge of road-making, would you state deliberately your opinion about it in your own way, as to the state of the road—whether the money has been wastefully or prudently expended; and when you have done that, state what, in your opinion, is requisite to put the road in a good state, economically on the part of the Government, and substantially on the part of the public? Two years last winter Mr. Dawson got a great number of logs drawn out between the foot of Mount Lambie and Jones' public-house. Those on Mount Lambie must have cost a great deal of money, and I am sure not one log was of use, but the bullock-drivers from that day have been making firewood of them. I have known Mr. Dawson to employ a lot of Italians to dig a great drain on Mr. Beattie's ground at Little Hartley; and before the drain was dug he drew a deal of logs and laid down a great row of them; then he put a foot or eighteen inches of sand on the top of them, and another row of logs on the top of that, and then more sand; and then he set fire to them and burnt the logs for charcoal. I have also known him to have a party on Mount Lambie a considerable time, and after that party left he sent me with another party and a horse and cart, and what the first party did we threw all off again. We cut drains across the road, if the road was ever so good before, that I am satisfied were enough to stop any team; we cut five foot logs and buried them in these drains, and the first rain that would come the logs would become a complete shotch, and the clay and stuff would pour from each side of the logs until a man could scarcely draw his load out of it at all.

506. *By Mr. Clements:* Were those what were called the open culverts? Yes.

507. *By Mr. Parkes:* Have you ever heard the men employed there pass their opinion as to the value of these works? Each culvert was valued at £5.

508. I mean have you ever heard the men employed on the road passing their opinion as to whether these plans of road-making were judicious? I always heard every man condemn them, and never one approve them.

509. *By the Chairman:* Was it a common topic of conversation among the parties employed—the conduct of Mr. Dawson and the way in which he made these roads? Yes, it was; every person I ever heard speaking of it condemned it.

510. *By Mr. Parkes:* You consider that the expenditure on this road has been a very wasteful expenditure? Yes; I conceive that what we did one week was often a deal worse the week after than it was before it was touched.

511. What plan would you advise to put the road in a good state of repair? To raise the centre of the road well, open good tables, and keep plenty of outlet for the water, and to keep good metal on the road.

512. Can good metal be procured on the mountains? Not to say very good metal.

513. Other witnesses have stated that good metal can be got—a stone they describe as ironstone? There is a crust of ironstone on it, but it is generally sandstone; it grinds away very quick.

514. Have you anything else to add, as to the best mode of constructing the road? I do not know of any other thing.

515. The road is in a very bad state now? Yes.

516. And you consider the present management very bad? I do not know about the present management. What is doing now I consider to be very well done.

517. That is by contract? Yes.

518. *By the Chairman:* You believe that since the present contracts have been entered into, the way in which the road is repaired is much better? Yes, the road repaired lately looks very well. I have not seen many of the contracts, only from Hartley to Penrith.

519. *By Mr. Parkes:* You do not think any improvement is necessary in the way the work is done by contract? None that I could point out.

520. *By Mr. Cummings:* How many overseers were employed under Mr. Dawson on the Bathurst Road, while you were there? Four besides me.

521. And how many men were employed weekly or monthly? Some overseers he allowed very few men to; he never allowed me more than five or six men.

522. In general there were very few men? The last time he sent me on the road he sent me without tools, and I had to get what tools I could myself.

523. But you got your wages? Yes, of course.

524. *By Mr. Clements:* Whether you worked or not? Yes, of course. I found the men in tools myself, because I had had contracts on the road, and on that account I had tools of my own. I was only about four months under Mr. Dawson after he first came on the road, and

- Mr. Patrick McGarry. I left, and about eighteen months after he asked me if I would return, and I did so for about two months; it was between the time I was on the road at first, and the time I went on again, that I had contracts.
- 24 Feb., 1860. 525. Do you know how many overseers are on the road now? Three,—Quodling, Hanley, and Drew.
526. Do you think as many as three are necessary under the contract system? I do not think they are.
527. *By the Chairman*: Do you think the superintendent could do it all? I think he could about Hartley.
528. *By Mr. Clements*: It is usual when stone is broken by contract to have it measured? Yes.
529. How is it done? The stones are broken in heaps on the roadside, and the heaps are measured.
530. In what way are they measured? The length, and breadth, and height of the heaps are taken.
531. Are the heaps of any particular shape? They are generally squared; they may be longer than they are broad; but they are squared at the corners.
532. Is there any possibility of fraud, or do you know of any fraud having taken place in the measurement? No.
533. Do you know of any unbroken stone having been paid for as broken? No, I had not an opportunity of seeing them putting the metal out.
534. Have you, sometime ago, seen heaps of broken stone lie for a long time by the road side unused? Yes.
535. During the time that stone was there, how were the holes in the road filled up? They were all at that time filled up with clay. The broken stones lay on the road side till the drays used to work them down the hill, and the floods took away the chief part of them.
536. Are any of these heaps to be seen since the contract system has been entered into? I have not seen any of them lately. Whatever has been put on the road was put on twelve months ago.
537. You have missed them all? Yes.
538. Were they used before the contract system were entered into? Yes, I think they were.

Mr. Joseph Collett called in and examined:—

- Mr. J. Collett. 539. *By the Chairman*: You reside at Hartley? Yes.
- 24 Feb., 1860. 540. Are you well acquainted with the Bathurst Road? Yes; I ought to be, after living on it thirty-five years.
541. Will you, as shortly as you can, give your opinion as to the present state of the road, and the way in which it has been managed and constructed for the last three years? I think the road has been done very badly, and that some hundreds of pounds have been wasted on it. I do not call it making a road at all, except what is just being made now.
542. In what way has the money been wasted? In cutting timber and leaving it on the road side, and breaking stone and not putting it on the road. Some tons and tons of stones have been wasted and ground to pieces alongside the road; there is a lot at Mount Victoria, and at several other places; they drew it along the road, broke it, and left it there to waste.
543. You believe there has been great waste of public money? I do.
544. This is under the superintendence of Mr. Dawson, principally? I believe it is.
545. Do you believe there has been any general system of road-making followed? Not till lately.
546. There has been a great deal of experimentalising? Yes.
547. And waste of money in trying useless plans? Yes.
548. Do you know, from your own experience, that many of these plans are perfect failures? Yes. Even those culverts they put in they had to take up in two or three months afterwards; in place of being covered over, as they should be, they would break a dray to go into them; I have seen them with as much as eighteen inches or two feet of a fall in the centre.
549. What they would do one month they would undo in a month or two? Yes.
550. Do you approve of the system of contracts? Yes; for I think it is the best, if carried out right.
551. Do you believe good metal to be obtainable on the mountain road? On the chief part of the mountain road it is; there may be here and there a place where they would have to draw it some distance.
552. Do you think the stone to be thus obtained is preferable to the system of logging, in the way Mr. Dawson has carried it out? I do; there is an experiment at our own door—one side is logged and the other stoned, and I see the stone wearing out the logs; the road where the stone is is far superior to that where the logs are.
553. Has the draining been attended to? Yes, just along there.
554. I mean generally? I cannot say; there has been but very little drainage done on the mountains. I have not had much occasion to go on the Bathurst Road this last year or two, but when I was up about three months ago it was in a very bad state then.
555. Can you give the Committee any information as to the number of superintendents that would be necessary now that the contracts are in operation? I think one man ought to do it; if you give him a fair salary I think he would be quite capable of inspecting the whole road.
556. *By Mr. Clements*: To whom do you allude? Any competent man would be quite capable of fulfilling the work.

557. *By the Chairman*: Do you believe, from your knowledge of Mr. Dawson, that he possesses the requisite ability for road-making? I cannot say whether he does, but from his acting I should say he does not. Mr. J. Collett.
24 Feb., 1860.

558. Judging from the work? Yes, from what I see.

559. What is your opinion of the present condition of the Bathurst Road from Bathurst to the Nepean? It is in a very bad state; I never saw it worse than it was when I was there.

560. And you also believe that the system of management pursued by Mr. Dawson has been very bad? I do.

561. And that under his management there has been very great waste of public money? Yes, enormous waste of it—money that would make miles of a good road; there has been hundreds of pounds' worth of timber drawn that has not been used; they paid the teams £1 a day for drawing it; on Mount Victoria alone there was £30 or £40 worth, and it has all been burnt in a bush fire.

562. *By Mr. Clements*: They paid teams £1 a day for drawing the timber—? Yes, independent of the cost of cutting it; I know a man that did it.

563. Are you aware that for a considerable time large quantities of broken stone were placed by the side of the road in heaps? Yes, it was broken there and ground to pieces on the side of the road, and never put on the road at all.

564. Are you aware, at the time the stone was there, with what material the holes in the road were being filled up? I do not know that they were filled up at all.

565. I refer more to the road between Bathurst and Hartley,—have you seen the holes there filled up with anything while the stone was there? No, I never did.

566. *By Mr. Cummings*: Has it come to your knowledge that there has been a large outlay in laying logs and piling earth on the top of those logs, for the purpose of burning earth to macadamise that part of the road, by the instructions of Mr. Dawson? Yes, I believe there was a lot done.

567. Did you see an open kiln at Little Hartley? I did; I asked a man who was there what they were doing, and he said they were burning it to put on the road. I saw them burning it and putting it on the railroad here.

568. Did you ever know that stuff to be used? No; it never was used; it lies there to this day.

569. *By Mr. Clements*: Have you any idea what that cost? No; there were some men working there between a week and a fortnight.

570. Do you think it advisable that any superintendent of roads should have the power of experimentalising in this way, or that there should be a general system of road-making followed? I think there ought to be a general system.

571. From your observation do you think Mr. Dawson had any general system? No, I do not think he had.

WEDNESDAY, 29 FEBRUARY, 1860.

Present:—

MR. CLEMENTS,
MR. CUMMINGS,

MR. PARKES,
MR. WISDOM.

THOMAS JARMAN HAWKINS, ESQ., IN THE CHAIR.

Captain Ben Hay Martindale, R.E., Commissioner of Internal Communication, called in and examined:—

572. *By the Chairman*: You are aware that this Committee has been appointed to inquire into the present condition and construction of the Western Road from the Nepean to the Macquarie River at Bathurst? I am. Captain B. H.
Martindale,
R. E.
29 Feb., 1860.

573. You have had frequent opportunities I suppose of examining that road? Between Penrith and Bathurst I have; I have been to Wellington once.

574. What is the state of that portion of the road at present? The state of the road between Penrith and Bathurst is bad. It is, however, being very considerably improved under the present contract system. I may refer the Committee to my Third Report on Internal Communication, pages 14 and 15, for a report upon the Western Road.

575. During what length of time have you had occasion to supervise that road? The road from Penrith to Bathurst was placed under my charge about August, 1857, but it was not till October, 1858, that I had an opportunity of inspecting it. The remainder of the Western Road was placed under my charge in June, 1858, shortly after the passing of the Main Roads Management Act, under which I was appointed Commissioner for Roads.

576. What has been the system of repairing the road pursued during the time you have had the supervision? The system of repair previous to my inspection in October, 1858, was to a great extent day work, and small contracts made on the spot by the road superintendent. On my inspection I was dissatisfied with the working of that system, and at once directed that, until a general system of road management could be established, task work should be substituted for day-work. In the commencement of 1859, the sanction of the Government was obtained to a general system of road management, and that has since been in operation with very good results.

- Captain B. H. Martindale, R. E.
29 Feb., 1860.
577. Will you inform the Committee why you were dissatisfied—was it from the way in which the work was performed, or the system pursued, or was it from the defective superintendence? I was dissatisfied because, in the first place, while I had the responsibility in Sydney, and the nominal control, I had, under the system of day-labor, no practical control. I was dissatisfied, next, because it is most difficult, all but impracticable, to keep a check upon scattered works of the nature of road-making in patches, conducted by day-labor; and the condition of the road itself was so miserable, that I felt that the result of the system of day-labor was not satisfactory.
578. You have not exactly answered one of the questions I put, as to the superintendence—had you any cause to be dissatisfied with the way in which that was carried out? Do you mean with the man or with the system?
579. With the supervision by the Government officers—had you reason to be dissatisfied with the way in which that was carried out? I attached more importance to the system than to the supervision. I do not think it is possible for a staff of three men, over a distance of some hundred miles—or, I believe, then 180 miles, for the Mudgee Road was included—to maintain effective superintendence over day-labor. I have always laid this down as a principle, that the superintendent should be a practical scientific man; but the greatest difficulty is found in obtaining men of that class at the salaries which are given in this Colony; and as regards the quality of the superintendence I was more dissatisfied on that ground than for any personal reasons—reasons I mean applying to the men themselves, who were conducting the superintendence.
580. Was it in the power of the superintendent of the road himself to experimentalise, and upon his own plans to endeavor to carry out those experiments? It certainly was in his power under day-labor; but I am not aware that any experiments have been conducted since I took office. A small portion of plank road was tried, but that was tried with my special sanction.
581. Have you observed on many portions of the road a system of partial logging and partial macadamising? I have. I believe that was all done previous to my arrival in the Colony. I believe the major part of the logging was done previous to Mr. Dawson becoming superintendent.
582. You believe there has been a very great improvement since the system of contracts has been in operation? Yes, I am sure of it. I went over the Bathurst Road in January last, and, from reports which I had heard previously to going up, I certainly went with the idea that I should have occasion to find considerable fault; I was agreeably surprised, however, with the character of the work which I then saw. I think the contracts that have been taken under the votes of 1859, are being very well executed.
583. Since the system of contracts has been pursued, are not the duties of the Government officers much lightened—you stated some time since that you thought the staff was not sufficient under the system of day-labor? Yes.
584. Well, under the system of contracts is there not much less duty? I think the present staff is but adequate to the duties it has to perform.
585. Even now? Even now. Perhaps the Committee would allow me to state how the road is divided. The district from Penrith to Bathurst is divided into three divisions:—the first division extends from Penrith to Mount Victoria; the second division from Mount Victoria to the River Cox; and the third division from the Cox to Bathurst. On the first and third divisions there are overseers; on the intermediate division, where the superintendent himself resides (he resides at Bowenfels) there is no overseer, but while any large works are in progress, he is allowed the help of a ganger to see the work done. The Committee will therefore see, that in the whole distance there are but one superintendent and two overseers employed, with the occasional help of a ganger.
586. What is the salary of the superintendent? The superintendent receives £500 a year, and £100 for travelling allowances. The overseers receive £200 a year; and one 4s. a day in lieu of forage allowance, and the other 3s. a day in lieu of forage allowance.
587. Have you yourself had any reason to be dissatisfied with the way in which Mr. Dawson has conducted the superintendence of the line—do you approve of his management? I do not think that, under the day-work system, the road works were well carried out; but under the present system they are being well carried out by Mr. Dawson, under instructions from the head office.
588. I wish to confine my question more to the day-work? I was not satisfied with the road when I went over it in 1858.
589. Will you inform the Committee in what respect you were most dissatisfied? It appeared to me there were considerable numbers of men employed, and that being employed in day-labor there was no efficient check upon them.
590. Are you aware whether any particular system, or a variety of systems, was carried out, or attempted to be carried out, by the superintendent himself, or under his direction? The only variety that I am aware of is that some few pieces of plank road were tried by Mr. Dawson, of different scantlings and construction; and sometimes along the metal road frameworks of wood were inserted, to keep the metal in its place. I am not aware of any more experiments than these having been tried by Mr. Dawson.
591. Are you of opinion that the money voted by the Government for the repairs of that portion of the road of which we are speaking, was judiciously and economically expended, up to the introduction of the system of contracts? Not having seen the road till 1858, immediately after which the contract system was practically introduced, I am unable to say; that is to say, I cannot tell what amount of improvement was effected upon the road for the money.
592. *By Mr. Clements:* Was it because you were dissatisfied with the appearance of the road that

that you were induced to alter the system? The main thing that induced me to alter the system was this, that a considerable number of men were employed on day-labor, and necessarily there was no efficient check upon them.

593. Then it was more for the sake of bringing the men within proper supervision than for the sake of repairing the road? It was in order that I myself might submit to the Government precisely what works should be done, and that I might be able at any time to ascertain that the works ordered had been done. Under the present system, which I will explain to the Committee, if they think fit, they will see that there is in the head office an absolute check upon the work. Under the present system, after the votes have passed the Assembly, the Commissioner submits to the Minister a statement of the manner in which he proposes to expend the votes. Presuming the Minister to sanction the expenditure proposed, specifications and estimates are prepared for the different works to be carried out. These specifications were for the first year prepared in the head office; they are now prepared by the road superintendents, and revised in the head office. On a plan of the road all the works to be executed during the year are marked down and numbered to correspond with the number of the contract to be called for for each particular work. Tenders are then invited for the performance of these works; and, as a rule, the lowest tender is accepted. When the work commences two marks are made upon the road, or rather upon a tree or rock alongside the road—one where the contract commences, and the other where it leaves off. The result of this system is that any officer from the head office can at any time ascertain whether a contract has been properly carried out or not. That is the general system now in force; and the Committee will here see the different plans and the system upon which they are marked. (*Plans produced.*) These are the forms in which the accounts are transmitted to the head office, which will exhibit the checks established upon the accounts. (*Forms produced.*) One is simply a form upon which is entered in detail every fortnight the whole amount of work done in the district; and the other is an account which accompanies it.

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594. *By the Chairman:* With reference to the construction of the road, what, in your opinion, is the best mode of proceeding? Do you mean generally?

595. Yes? The best mode, in my opinion, would be to take at once such a sum as would make it a good road. I believe the present system of comparatively small votes to be necessarily an extravagant system. I have only to qualify that opinion by one remark,—that the amount of expenditure should depend upon the probability, or improbability, of the immediate construction of a railroad. The Committee will of course see, without my going further into the matter, why.

596. You are acquainted, I take it, with the other main roads of the country—the Northern and Southern? I am.

597. As compared with those roads, what is the state of the Bathurst Road? I consider the road from Penrith to Bathurst the worst main road in the Colony.

598. I believe there is a certain sum voted per mile, to be expended on all the main lines of road? There is £50 per mile voted, and special votes for special places also.

599. Do you believe that a sum of money per mile, expended on the Western Road, will have the same beneficial effects as the same amount per mile expended on the other roads? £50 a mile will, I think, go farthest on the Northern Road; next on the Southern; and last on the Mountain Road.

600. *By Mr. Cummings:* Have you had practical knowledge of the construction and formation of roads? I have.

601. In the Mother Country? In foreign countries, and in the Mother Country also. I have been almost for the last seventeen years engaged in public works of every description.

602. From your general knowledge of the formation of roads in this country as well as other countries, do you think the formation of the Bathurst Road has been performed or carried out with that general knowledge that such a work requires? Under the present system I believe nothing can be better than the way in which the road is being formed,—that is to say, the small portions of the road for which contracts have been entered into.

603. My question is general. Since you have had charge of the roads in New South Wales, up to the time of the present contracts being entered into, is it your opinion that a proper system of constructing and forming the Western Road has been carried out? The only regularly formed road that I saw when I went over the Western Road in 1858, was that which I believe was formed some years ago by prison labor. The remainder of the road appeared to me to have been allowed to go entirely to ruin, and the money spent upon it to have been employed in an endeavor to keep the traffic open in the worst places. That was what struck me as being the general state of the road from the Hawkesbury to Bathurst, when I went over it in 1858.

604. You have been over the road since then? Frequently, and I think at present a marked improvement is going on.

605. It is admitted that those few yards of macadamising—although I am very sorry to say the work has not been done in the workmanlike manner that I think it ought to have been, for the roads are even now too flat, the water-tables not deep enough, and the roads not round enough? Perhaps the Committee will allow me to say that scarcely one of the contracts is yet completed. First a layer of ballast is put on, then one coat of metal, and afterwards a second coat of metal; and although I do not know at this moment what the state of the contracts is, I know that when I went up in January last, in no case, except in one or two small places, had the second coat been put on; and as the Committee are aware much of the rounding is done in putting on the metal.

606. With reference to the repairs, if I can so call them, that have been performed on the Bathurst Road, previous to the present contracts being entered into, is it your opinion that the money

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money has been very extravagantly used, all but wasted? I have already said that not having seen the Bathurst Road before October, 1858, I am not in a position to say what effect the money previously expended had upon that road. From the time I did see that road, I am of opinion that as far as the money has been voted for the purpose it has been well expended. Since October, 1858, I see a marked improvement, considering the means available.

607. On your route in 1858 or 1859 did you carefully inspect the road? Yes.

608. Did you observe large heaps of stone lying alongside the road, near large holes in the centre of the road? At Mount Lambie, and at some other places, there is stone.

609. Have you seen the holes filled up with common clay when the stone was in heaps alongside the road? I should wish to explain to the Committee that I have had a report from Mr. Dawson on the subject of those heaps of metal.

610. *By the Chairman*: Did it arise from any remark of yours? It arose from a remark of mine. In consequence of a rumour that heaps of metal were lying about unused, I called upon Mr. Dawson for a statement of what metal belonging to the Government there was along the road; and if any of that metal had not been used, why not. Mr. Dawson has sent me in a report in reply to that, which I can read to the Committee if they think fit, and which may probably be appended to my evidence. (*The witness read the report referred to. Vide Appendix*)

611. *By Mr. Cummings*: Have you inspected the proposed new cut to avoid Mount Lambie, for which I see there is a sum of £1,000 on the estimates? I have.

612. Considering the dreadful state of the Bathurst Road, and the small amount of funds available for its repair, is it your opinion that it is sound economy to attempt this new cut? It is.

613. For what reason? Because I think it is contrary to every principle to drag the traffic up such a hill as Mount Lambie in order to drag it down again.

614. What amount in your opinion would it take to make a permanent road around this new cut, over such a dreadful boggy country—marches that are impassable eight months out of the twelve if there is a shower of rain? I am not at present prepared to say what will be the entire amount.

615. Will £1,000 do more than merely clear the bush and wood off this new cut? It will—much more.

616. Will it make anything like a permanent road? I believe it will make a passable road of it.

617. In wet weather? I believe so.

618. If half that £1,000 were laid out in thoroughly repairing Mount Lambie, what difference is there in the elevation between getting up the main ridge on this new cut and the low land at Mount Lambie? I am not aware at this moment what the difference is; I know it is very considerable; but £500 would not at all repair the Mount Lambie Road.

619. I allude now to the flat portion of country at the foot of Mount Lambie East, taking the elevation from that flat ground to the top of Mount Lambie—the top of the present road, as used—and taking the elevation of the new cut from the flat land east of the range? I presume your object is that I should inform the Committee what height would be saved by going round instead of over Mount Lambie?

620. That entirely depends from where the elevation might be taken. We know Mount Lambie, if it is taken from Solitary Creek, is much higher? We will take the points of divergence for starting points at each end; it is the fairest thing to do.

621. I beg leave to differ with you there; of course I am in duty bound to bow to your greater experience, and I most willingly do so, but there is a gradual ascent and descent till you go to the foot of Mount Lambie East? If you will allow me to point it out to you, the only way to take it is to take the diversion at each end and compare the difference of levels attained on each line. We can only make a comparison by taking the levels from fixed points of that kind.

622. Well we will leave that;—have you ever travelled over the new cut in wet weather? Not in wet weather; it was dry when I rode over it.

623. In dry weather it is a good road, but in wet weather it is impassable—you could not ride a saddle-horse over it? I know parts of it are. I may say I have been informed by several persons, at different times, that the road is naturally a good road in all weathers, except in certain parts, where the ground is low and wet.

624. We will turn to Mount Lambie West. Now, with respect to the stone drawn and laid down there, that you have seen yourself at the bottom of the hill at Mount Lambie West, can you say, from your own knowledge, what has become of that stone? When I went up in January last I saw on Mount Lambie a considerable quantity of broken metal, and I then asked Mr. Dawson, whom I met at Bathurst, why that metal had not been used, and his reply was what he has now given in his report which I have just read. I did then express an opinion that, seeing that some time must elapse before the diversion was opened, some portion of that stone should be used in filling up some of the worst holes on the road, but I gave him no decided order to that effect.

625. Are you aware what length of time those stones had been lying there? I am not aware.

626. Is it your opinion, from your general knowledge of the formation of roads, that there are great portions of the Bathurst Road which could be made good from the natural mixture of ironstone gravel and common gravel to be found in the soil of the road itself, if properly formed and drained? There are parts of the road between Mount Victoria and Bathurst where you come on decomposed granite, which might be used as ballast, and would make a very good road with proper drainage. The remainder of the line needs macadamising, or some substitute for macadamising.

627. Is it your opinion that rounding the road from the sound earth that is taken out of the water-tables, and proper drains, would not be more substantial than ballasting the road, or attempting to round it with sandstone or freestone? A great part of the Western Road is sandstone rock cut into gullies by water and traffic; it is necessary to fill these gullies up with something, and the best available material I know of is freestone or sandstone, above which should be placed as good metal as can be obtained—and the best on the mountain is not good—some considerable parts of the road are loose sand.
628. You know that piece of road contracted for by Mr. Boland, at Springwood? I do. It has been a log road, and is now being converted into a metal road.
629. Portions of it? Nearly the whole is contracted for.
630. It is not all logged? No.
631. Over that sound yellow clay country, mixed with a portion of ironstone gravel, do you think it is necessary or beneficial to the construction of the roads to have them ballasted with freestone or sandstone? I can hardly answer your question; for I am not aware how much of that road (if any) is sound clay, and having ballast put upon it. I could not say without going into the detail; for the Committee must be aware that there are somewhere about one hundred of these contracts, and it is impossible for me to carry the details in my mind.
632. I am now alluding to that portion of the work contracted for by Mr. Boland, in the neighborhood of Springwood? I am aware.
633. Your knowledge of the soil does not enable you to speak? Not of that detail. As a rule, I think the system of putting an inferior stone under a better metal is both cheap and good. It has been adopted here in Sydney with great success; and it is a modification (certainly a rude modification) of the best known road, which is the Telford Road.
634. How many superintendents and overseers are employed at present, receiving pay from the Government for the superintendence of the Bathurst Road? One superintendent and two overseers.
635. Have you not charge yourself? I have.
636. Is not Mr. Bennett under you—is it not a portion of his duty to inspect this line of road? It is.
637. As well as a portion of your own duty? It is.
638. That is two—Mr. Dawson is head superintendent? Mr. Dawson is superintendent.
639. Under both Mr. Bennett and you? Yes.
640. That is three. Now can you inform us how many deputy overseers there are? Two.
641. Is there not another? Not that I am aware of.
642. Do you recollect their names? Coghlan and Drew. A ganger is allowed from time to time, of the name of Hanley. I believe latterly he has been almost constantly employed.
643. Is he under pay now? Yes, I believe he is.
644. That is four, besides your superintendence and Mr. Bennett's? Besides my instructions and Mr. Bennett's. But perhaps in common fairness the Honorable Member will allow me to observe, that the superintendence of two out of the six named by him extends over nearly a thousand miles of road, in addition, in the case of the Commissioner, to the charge of Railways and Telegraphs, and the duties of Under Secretary for Public Works, and in the case of the Engineer for Roads to preparing plans, specifications, and estimates for bridges generally.
645. I think I said that it was but a small portion of your duties? And but a very small portion you will perceive.
646. The whole of the work now carried on is carried on by contract? A very large part of it.
647. Are there any daily men or weekly men? There are some; I believe two or three. I can easily ascertain that fact.
648. You cannot speak positively? I can see by turning to the returns. I was going to say that some work is done by task-work.
649. Is not that contract too? It is contract, but we distinguish between contract and task-work; task-work is a small contract in fact.
650. That is to perform a certain portion of work within a given time? For a given sum of money.
651. Are the contracts for the repairs of the Bathurst Road, as carried on now, entered into under a specific bond? They are.
652. Are these contractors bound to perform their work in terms of a specification? They are.
653. Within a given time? Not within a defined given time; but under this condition, that if the Engineer of Roads is at any time dissatisfied with the rate of progress, or with the work done, the Commissioner has the power to cancel the contract.
654. At once? At once; which is a much more stringent provision than a given time.
655. Is it your opinion that such a power should be vested in the hands of one individual, when human nature is so liable to err, and when men are so liable to differ in opinion as to what a man's work should be. One man may say, these men have done a good week's work; the next man may say they have not done half a week's work. Is it your opinion that such a power, as vested in Mr. Dawson, is a dangerous power? Mr. Dawson has not the power. The officer invested with the power is the Engineer for Roads.
656. Who is he? Mr. Bennett; and he must satisfy the Commissioner of the fact that a proper amount of work has not been done, before the Commissioner will consent to cancel the contract. The engineer has not the power of cancelling the contract; the Commissioner alone has the power of cancelling the contract.
657. *By the Chairman*: That is yourself? Yes.
658. *By Mr. Cummings*: If a contractor is bound under a special bond to perform a certain portion

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portion of work, under a certain plan or specification, why should the public be put to the expense of paying superintendents and overseers to superintend the men for the contractor? Ought it not to be the specific duty of a competent man to go at times, when occasion required, to inspect the work contracted for, and, if he found the work performed according to the terms of the contract, to give the contractor a certificate, and to sign the proper vouchers for the payment of the money. But is it not a waste of money to say we have so many men employed wasting the little money that it is so hard to obtain from the Government for the repair of the roads? The amount of the vote last year was, I think, £22,000, and the cost of the superintendence about £1,500; that is, about seven per cent. I think that is not an extravagant sum to pay for superintendence. The work has to be done in certain ways: for instance, the ballasting has first to be consolidated, then one coat of metal to be put on and consolidated, and then a second coat of metal; the coats of metal and ballast being of certain thicknesses. The metal has to be measured in the quarry, and again on the road, to ascertain that the true quantity of metal—which on the Western Road is very expensive—is properly delivered. The contractors require to have their work set out, and have to be watched that they perform it honestly and faithfully. I can only say, that I consider it the worst possible economy to attempt to carry out road contracts without sufficient superintendence. I do not consider one superintendent and two overseers in a distance of one hundred miles in any degree too much.

659. From what you have seen of the repairs performed on the Bathurst Road up to 1858, and from the general features of the road when you came to inspect it, do you believe a proper system was carried on or ever has been carried on on the Bathurst Road up to the adoption of the system of small contracts? I do not think that up to October, 1858, the system pursued upon the road, as far as I could judge from a first inspection of a road which I had never even seen before, was satisfactory.

660. *By the Chairman:* When did the contract system commence? The task-work system commenced immediately after my visit, in October, 1858. I felt that until I had inspected the road myself I was incompetent to give directions as to what should be done. Immediately after I inspected it, I directed that as far as possible day-labor should be discontinued, and the system of task-work substituted, till a general system of road management could be introduced. The Main Roads Act, the Committee should be informed, passed in June, 1858. I was appointed Commissioner towards, I think, the end of June, 1858; in September, I inspected the Northern Road, and in October the Western Road.

661. How long did you supervise the road before the system of contracts was commenced? I supervised the road, I believe, from September, 1857.

662. I have rather gathered from your answers that you were dissatisfied not only with the way in which the work was done before the commencement of the contract system, but also with the superintendence of the work—I wish you distinctly to state that point, if you please? I was dissatisfied with the general system. I felt that I was being held responsible for an expenditure over which I had practically, under the existing system, no real control, and therefore as soon as the Act passed, and my other duties permitted, I visited the road to see what was doing, and what was required. I found the Western Road in an extremely bad state. I learned from the superintendent that the funds that he had had, and the state of the weather had been such, that all that he had attempted to do was to patch up the worst places, and to keep the traffic open. There did not appear to me to be any thoroughly defined system of work, and therefore I altered the whole thing, and introduced the present system. I do not think there was a sufficient check on the day labor, and I do not think it was possible to have an efficient check upon it. My objection to the system rested on the fact of the works being done by day labor.

663. Were you satisfied with Mr. Dawson's superintendence of the road previous to the system of contracts? In my opinion every road superintendent should be a gentleman who has been educated as at any rate a clerk of works. He should be competent to take ordinary surveys and levels; he should be competent to construct ordinary bridges, and to perform the repairs to such bridges; and he should have a thorough knowledge of the measurement of work. I am under the impression that Mr. Dawson has not been so educated, and does not possess certainly a part of the knowledge I have mentioned. I was, therefore, dissatisfied at having a superintendent who, I thought, had not been properly trained for the work. I heard, and I always have heard, the highest character of Mr. Dawson's integrity and natural ability; and I think that Mr. Dawson has acquired a considerable amount of experience in the construction of the road, and is now competent to see the works carried out under the present system. I think it is very necessary that we should have men to superintend these works who will not enter into collusion with the contractors, and allow them to "scamp" their work; and Mr. Dawson I believe to be a thoroughly honest and upright man.

664. *By Mr. Cummings:* I understood you to say that a great deal of the work for which contracts have been taken is not yet finished, which accounts for the road not being in a good state? The Committee will allow me to say that the Estimates did not pass in 1859, until towards the end of March; contracts were called for in April, and it was June before the tenders were received. Even then, on the Western Road, eligible tenders for only three out of fourteen contracts were received. Tenders were again invited on the 27th June, for the remaining eleven contracts, and were accepted on the 3rd August. On the 15th October tenders for fourteen more contracts were advertised for, and eight were accepted. That will shew the Committee the difficulty that existed in obtaining tenders, and the reason why the works were not more complete within the year. During the year 1859, and 1860 up to the present time, no less than 27 contracts had been taken, amounting altogether to £10,000; and the whole amount paid thus far has been about £2,850, leaving still to be paid on these contracts

- contracts more than £7,000. The Committee will, therefore, see that the present state of the Bathurst road is not a criterion of what will be done with the money of 1859.
665. It is not all expended? It is contracted for, but the work is not performed, and the amount only is paid for which work has been performed.
666. In September, 1857, you took charge of this road? Yes.
667. Do you recollect an Italian who was employed in some way upon the road? Yes.
668. Do you remember his name? Francisco Bacigalupo.
669. Has he been employed as overseer since you have taken charge? Previous to my journey of 1858 he was; he was a ganger.
670. Is it customary for men in that capacity to employ their own carts and horses on the public works—are you aware that such was the case with this man? I do not know that it was the case with Bacigalupo. I know it was the case in some instances. I think the system wrong, and it has been abolished.
671. *By Mr. Clements*: You put a stop to it on the Northern Road? It has been put a stop to everywhere.
672. Who has the superintendence of the Mudgee Road from Bowenfels? A Mr. Hill had till now.
673. For what length of time? He had it for two months—he has just resigned.
674. Who had it previous to that? A Mr. Harper.
675. Has it been under the charge of Mr. Dawson at all? It was under Mr. Dawson's charge till the beginning of 1859.
676. My reason for asking the question is, that it has been surmised that Mr. Dawson not only received £500 a year as superintendent of the Bathurst Road, but also £500 a year as superintendent of the Mudgee Road—was that the case? That was not the case. Mr. Dawson did not receive one penny for the superintendence of the Mudgee Road.
677. Is it your opinion, that the stone to be found at Mount Victoria and Lapstone Hill is fit for road purposes? It is not good metal, but it is the best that can be got.
678. Must it not necessarily be subject to frequent renewal? It must.
679. And consequently be very expensive? It must.
680. From your experience, is it not your opinion that anything like a macadamised road, no matter how well constructed, from any metal obtainable on the mountains, must be very expensive to maintain? The cost of maintenance must always be heavy on the mountain road.
681. Unusually heavy? Unusually heavy as compared with other main roads.
682. Do you know any other main road in this country of the same extent that would be as costly to maintain as a macadamised road? I do not think either of the other main roads would be so costly to maintain.
683. If the overseers on the road did their duty, would it be possible for fraud to take place in the measurement of the broken stone—for instance could large unbroken stones be covered up in the heaps unknown to them? It is impossible for the Government to be defrauded if the overseers do their duty.
684. Would you consider that there had been very great neglect on the part of an overseer if it came to your knowledge that he had passed as finished metal heaps containing large numbers of unbroken stones? Where a man has such a distance as from Penrith to Mount Victoria to superintend, which is what one overseer now has, a contractor might play such a trick on him; but under the present system it would not help the contractor, because the metal is twice measured, once in the heap and again when placed on the road.
685. Then it is more likely to be a trick played on the contractor by the men he employs than one by the contractor on the overseer? Yes. The Committee will see that in such a distance, in some part of which heavy work may be going on, the overseer will feel quite justified in leaving the metal for a week or a fortnight, and when he went on the spot he would measure the metal in heaps, presuming them to be *bonâ fide* heaps; the check would come when the metal was spread on the road.
686. The fraud would be more between the laborer and the contractor? Fraud could not take place on the Government provided the overseers did their duty.
687. Is it a part of your arrangements that all laborers employed by the contractors are subject to the orders of your overseers and liable to be dismissed by them? It is.
688. Do you think that is just? I think it is an absolute necessity. The Committee will perceive that without that power the laborer of a contractor might use any amount of abuse to a Government officer.
689. Are there not courts and laws to correct that—do you not think that such a power is open to very great abuse? I do not. I never have known any contract in England, or elsewhere, where that power was not reserved.
690. It is usual is it? It is in all Government contracts.
691. It has already been alluded to that there is £1,000 on the estimates for going round Mount Lambie—are you of opinion that £1,000 will be sufficient to make a really good road of that? A vote for £500 was taken in 1859; the £1,000 will be supplementary to that; and I should feel justified in recommending the Government to suspend, on that part of the line, whatever fair proportion of the general vote would have been spent on Mount Lambie itself.
692. Is it intended to shut up the Mount Lambie Road? To discontinue the repair of it.
693. Have you examined the piece of country over which this new road will pass, yourself? Yes; I have ridden over Piper's Flat twice, and over the proposed diversion once. My doubt was between the Piper's Flat Road and the proposed diversion, because the Piper's Flat leads through better land, and if it had not been that that road would require a considerably larger expenditure, and the probability of a railway, I should have recommended the Piper's Flat Road.
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694. You recommend this road on the score of economy? Yes, as compared with Piper's Flat.
695. And as compared with Mount Lambie? As compared with Mount Lambie, and because I think it is contrary to every recognised principle to take the road some hundred feet up a hill to go down again.
696. *By Mr. Cummings*: Under the prospect of a railway to Bathurst do you not think it would be much better to try to put the old road in a passable state instead of trying experiments? I do not look upon it as trying an experiment.
697. There is, at present, £50 a mile voted for the repairs of the three main lines of road. From the dreadful state of the Bathurst road at present, £50 a mile will have little or no beneficial effect on the repairs of the road,—will it or will it not? It will not do much.
698. Is it your opinion that, regardless of expense, the Bathurst line of road should be put in passable repair; I am not alluding to macadamising the whole road? It is. I believe it would be the cheapest thing to do it at once.

APPENDIX.

Road Branch,
Department of Internal Communication,
Sydney, 7 March, 1860.

METAL AND STONE LYING ALONGSIDE WESTERN ROAD.

THERE are several places on which metal and rough stone have been stacked on this road. I particularise all that I can call to mind, and the reasons for not making immediate use of it.

1. *Frying-pan Hill*.—When the last day-labor and task-work party was employed at this place, at the end of 1858, the hutkeeper was engaged, during all his leisure time, in breaking this stone. Before it could be turned to use, the system of letting works by public tender was adopted, and the hill subsequently let by contract (Nos. 14 and 25). The stone, therefore, remains where it was, available for maintaining these contracts when finished.

2. *Hill above Davidson's Viaduct*.—Two small heaps were placed here when this work was finished, to maintain it in good order, and are used for that purpose when funds are available.

3. *Near Redbank*.—A heap of metal remained here for some months, stacked by a stonebreaker, who broke it on speculation when the contract system was first promulgated, and subsequently sold it to the contractor for Redbank.

4. *Mount Lambie West*.—Some heaps were here got and broken, to be in readiness for repairs when required. A small part only has been used; because, as it was subsequently determined to divert the Mount Lambie Road, it then became desirable to do as little as possible on the line to be eventually disused. This metal, however, will be readily available for the diversion now in progress (contract No. 18), and also for maintaining contract 19 (Mount Lambie West) now in hand.

N.B.—This metal was partly got by screening the naturally broken surface stone, and cost, as it lies, 3s. 6d. per cubic yard only.

5. *Foot of Mount Lambie East*.—Some rough stone has been here got out, and is made available from time to time in repairing the partly timbered viaduct at Solitary Creek, where, from the rotting of the old woodwork, the road surface gives way, and holes are thus continually occurring.

6. *Top of Lapstone Hill*.—Some rough stone has been stacked here for a considerable time, and occasionally used for repairing Lapstone Hill. Hard stone hereabout can only be got in small heaps, varying from a few dray loads to perhaps one barrow load in a place; and in the thick scrub it is always difficult to find it. When this stone was got roads had first previously been cut through the scrub, and patches of it burnt, to get at the quarries. I, therefore, deemed it advisable, while these roads were open, and the stone easily found on the burnt surface, to get out, not only what was wanted for immediate use, but also as much as I could then procure, to be in readiness for future repairs.

The scrub is now grown up again, and the bush roads, cleared by former contractors, blocked by the underwood. Had I not taken the precaution stated above the labor of clearing and burning the scrub, and of looking for the stone, would have been again required whenever metal might have been needed for urgent repairs. This labor may be estimated in some measure, when I mention that 260 cubic yards of stone, got in this way, came from fifty-five different places.

R. B. DAWSON,
S. W. R.

20 February, 1860.

Mr. Peter Toohey called in and examined:—

- Mr. P. Toohey. 699. *By Mr. Cummings*: Where do you reside? In Penrith.
700. What is your present employment? Coachman.
- 29 Feb., 1860. 701. How long have you been acting as coachman on the Bathurst line of road between Penrith and Bathurst? Nearly six years.
702. How long were you coachman on the Bathurst end of the road from Hartley to Bathurst? Two years and three months.
703. How often do you travel over that line of road in a week, one week with another? Seven times.
704. Every day? Every day.
705. What has been the state of that road? Well, it has been very bad.
706. What is the cause, in your opinion, of the badness of that end of the road—what is the great cause of its dreadful state? Because it is not properly attended to, I believe; the water running across it, principally for want of drainage and rounding.
707. Is it your opinion that the great cause of the dreadful state of that road is the want of drainage, and the want of formation of the road in rounding it? It is.
708. Have you, during the time you have been on the road between Hartley and Bathurst, seen any work carried on in the shape of repairing it? Yes, I have seen a few men at work on it. I saw a man or two near Hartley, and perhaps three somewhere about Durac's, throwing mud on the road and filling up the holes with bushes; and one or two at the Frying-pan, doing the same thing.

709.

709. From your own personal knowledge of the repairs you have seen (if they could be called repairs) during the time you have been speaking of, is it your opinion that the money has been properly laid out? It is not. Mr. P. Toohy.
29 Feb., 1860.
710. In what year did you go to the Bathurst end of the road? In 1855.
711. And you drove there till the early part of 1858? Yes. Since that I have been between Hartley and Penrith.
712. What is the state of the road at this present time? Between Bathurst and Hartley I could not positively tell.
713. Between Hartley and Penrith? Between Hartley and Penrith I never saw it worse—not taking it as a whole.
714. *By Mr. Clements:* Than it is now? Than it is now.
715. *By the Chairman:* Are you acquainted with any of the other main roads in the Colony? I am not.
716. *By Mr. Cummings:* Since 1858, up to the commencement of the present contracts on the road, what has been the general mode of repair on this end of the road on the mountains? I think by men paid by the day.
717. Do you approve of paying men by the day for the repair of the road? I do not.
718. *By the Chairman:* That is done away with now, are you aware? I am not positively aware of it, but there is a contract or two; Boland has a contract, and Smith has a contract on Lapstone Hill, and a man named McGarry has a contract somewhere between Little Hartley and Big Hartley.
719. *By Mr. Cummings:* Since the early part of 1858, when you came driving on this end of the road, up to the adoption of the present mode of contracting, do you think the money laid out in what is called repairing the mountain road has been properly used? I do not.
720. What has been the material generally used for these so-called repairs? Sandstone.
721. Is there plenty of what is called ironstone metal to be obtained, generally speaking, on the mountain road? I believe so.
722. *By Mr. Clements:* Why do you believe so? Because I see Boland is getting some of it out now for his contract.
723. Have you seen any on any other part of the mountains? On Lapstone Hill.
724. Any beyond Boland's? Yes, a piece at Ellison's Toll-bar, made some five years ago.
725. Do you think good stone could be got if they took the trouble? I do.
726. *By Mr. Cummings:* The so-called repairs, previous to the present contracts, on both ends of the road since you have been coach-driver, and had them under your daily inspection at one end or the other, have been, if I understand you right, of a very doubtful description? Yes; on the Bathurst end of the road I have seen them clean out a hole and chuck the mud back again after filling it with bushes; they did that from Thorpe's Pinch to Durac's public-house.
727. How long ago? Three years.
728. *By Mr. Clements:* Was there any stone in the neighborhood? Yes, good stone. I saw the same at the Frying-pan four years ago, when the roads were so very bad. I saw it from Green's public-house round the Frying-pan Hill.
729. Who was superintendent of the road then? I believe Mr. Dawson, I will not be positive.
730. Was it not Captain Scott? Now, I remember, I think it was Captain Scott, on account of the logging at Springwood.
731. *By the Chairman:* You cannot speak positively? No.
732. *By Mr. Cummings:* Is it your opinion, or is it not, that the public money so expended was completely wasted? It is.
733. Are you aware, from your own knowledge, that there is abundance of good metal to be obtained along the line of road from Solitary Creek to the Frying-pan? Yes, from my own personal knowledge.
734. And that has always been considered to be the worst portion of the Bathurst end of the road? From the Frying-pan to the Solitary Creek it is.
735. Is it your opinion that there are various portions of the Bathurst line of road that if properly rounded and drained would make a reasonably good road, without being macadamised at all? There are, I believe, from the top of the hill leading into Big Hartley to Bowenfels.
736. *By the Chairman:* In the granite country? Yes.
737. *By Mr. Cummings:* And other places? There are other places that I dare say would answer the same. The Frying-pan Hill, I am positive, if properly rounded would need no macadamising, for there is a good solid bottom; but I never saw it yet so that the water could escape; it must run across the road.
738. Or down the centre? Or down the centre.
739. Do you know a portion of the road near Hassan's Walls, they call the Yellow Water-hole or Gap? I do.
740. That is now undergoing repair? Yes.
741. Are you aware that a new line of road has been opened, a cut around, to avoid that? There was one there; I believe it is stopped up by Simons's fence now.
742. Has that cost a large amount of money? There was a great deal of money laid out on it at the time that Francisco and the Italians were working there.
743. Was it by contract? I believe not.
744. If the money so expended on this road had been expended on improving the present Gap and the line of road along there, is it your opinion that the amount would have been saved to the public? It is.
745. And that money so expended on the new cut has been a waste of funds? It is a waste.

Mr. P. Toolsey waste. It was so far useful at the time; but I believe that if that money had been laid out on the road we could have got along without the new line at all.

29 Feb., 1860. 746. Now I understood you to say that for the last five years, up to the present time, you have been daily driving on the Western Road, either between Hartley and Bathurst, or between Hartley and Penrith? I have.

747. Have you ever, and how often, in the week, month, or half-year, seen Mr. Dawson inspecting the line of road? Not often.

748. Within the last five years to the best of your recollection how often have you seen him in the year, taking one year with another? I have not seen him surveying or inspecting it more than twice in the year. I have seen him oftener, but not inspecting the road. I have seen him at Bowenfels, where he resides, going to and from church.

749. But not in the performance of his public duty of inspecting the road and giving instructions? Not more than twice a year.

750. *By the Chairman:* Do you think he could be on the road without your knowing it? He may have been. Since I have been driving the night mail he may have been stopping at one of the houses without my knowing it.

751. *By Mr. Cummings:* During the five years that you have been constantly up and down, have you ever heard, or has it been the general subject of conversation amongst the inhabitants and passengers that Mr. Dawson has neglected his duty as superintendent? It has.

752. Has it been the general opinion? It has been the general opinion. I believe for the last two years, however.

753. From your own knowledge, being every day in the week, Sundays as well as other days, on the road, is it your opinion that he has performed his duty to the public in using that exertion that a superintendent ought to use in getting the road in repair? It is not.

754. And such repairs, if they can be so called, as have been done, have been a waste of public money—is that your opinion or is it not? It is.

FRIDAY, 27 APRIL, 1860.

Present:—

MR. CLEMENTS,
MR. HOSKINS,

MR. PARKES,
MR. ROTTON.

WILLIAM CUMMINGS, Esq., IN THE CHAIR.

Robert Barrington Dawson, Esq., called in and examined:—

R. B. Dawson,
Esq.
27 April, 1860. 755. *By the Chairman:* You are the superintendent of the Bathurst line of road? I am.
756. When did you commence your duties on that line of road? In August, 1856, rather more than 3½ years ago.

757. Are you now in the same capacity as when you first commenced? In the same capacity, with a difference; that is to say, I was very little controlled during the first year and a-half, until Captain Martindale took the management; in fact I may say for the first 2½ years the actual planning was left to me, the amount of expenditure being of course controlled in Sydney. Since then I have had less control over the actual working.

758. I understand you to say you had full control until a recent date? I had written instructions which I was of course bound to respect; but, practically, I was left pretty much to myself, as to where I would employ labor, and how I would employ it.

759. Did you continue to exercise the same power up to the present contract system being adopted? No, not quite. I may say I continued to exercise that power substantially, or nearly so, till November, 1858, about two years.

760. Was there any portion of the work done by contract during that period you allude to? Yes, during my period of control a good deal of contract or task work was done—that is, work paid by the piece.

761. What portion of the work performed on the Bathurst line of road during that time was done in the lump, or by the job, as the case may be? I cannot tell you sum for sum. For a considerable time the Mudgee Road—

762. I am now speaking of the Bathurst line of road only? True, but until lately I had charge of the whole Western Road, including both the Mudgee Road and the Bathurst Road; and up to June, 1857, no special sum was authorized for one Road or the other. The money placed at my disposal was for the whole Western Road, both from Penrith to Bathurst, and from Bowenfels to Mudgee.

763. Am I to understand that your instructions empowered you to expend whatever amount you thought proper on what you believed to be the Western Road, including the Mudgee line of road? Yes, but first reporting what I intended to do, and submitting my propositions to the Colonial Architect, who was at that time the head of the department; but, practically, what I advised was generally sanctioned.

764. When did that system commence? I found it in operation in 1856, when I took the management of the road, and the works were principally directed by me till about November, 1858—the year Captain Martindale came up and made his first inspection. Mr. Bennett, now Engineer of Roads, had, however, been up before in the previous September (1857), and I then went over the road with him to shew him all I could. I may mention that there was a distinction made between the Mudgee Road and the Bathurst Road, I think about June,

June, 1857, when a sum of £1,600 was specially allotted to the Mudgee Road—that was R. B. Dawson, Esq.

the first year.

765. When you were made acquainted with the sums voted for the roads—so much for the Mudgee Road and so much for the Bathurst Road—did you immediately commence to expend the money so voted? The first intimation I would have of the vote would be in the newspapers; then I would expend nothing till I received instructions—generally it was a monthly authority, and on that monthly authority I would expend the money where I thought best, submitting my intentions to the office before proceeding.

766. *By Mr. Clements*: It was not optional to expend the whole of that vote within a month or two months? No, I was strictly limited within certain sums, but keeping within those sums I expended the money where I thought it advisable, until within the last year and a half.

767. *By the Chairman*: Were those repairs on the Western Road that were let by contract, or by the lump, what we call log roads? There are two species of log roads, the corduroy—

768. I will come to that directly? I have only had to do with one description of timbered road.

769. Can you inform the Committee what that sort of road cost per yard, done under your superintendence? The log road done by me was the narrow log road, adzed on the surface, and fitted together similar to a plank road. It cost, including everything complete, 16s. per lineal yard, where laid on sleepers; where not laid on sleepers, 14s. per lineal yard.

770. *By Mr. Clements*: Do I understand you to call it log road where it is adzed, and corduroy road where it is rough? Yes.

771. *By Mr. Rotton*: The log roads you are now speaking of—? We call it adzed log road—

772. Are those where portions are logged and portions macadamized? Yes.

773. There really is no plank road? No; except about 100 lineal yards at Wascoe's, which was laid before my time.

774. *By the Chairman*: My question is as to that portion we call log roads, logged the full width and laid down either on sleepers—? There are no sleepers on corduroy roads.

775. I am not alluding to corduroy roads—I mean the roads made a certain width? You mean the half width. There are two distinct species of log roads, one of which I had to do with, and the other I had nothing to do with.

776. At any time during your superintendence, were there any log roads let by you? Yes; the whole of the log roads with the exception of one piece about 60 feet long.

777. I am now speaking of the log roads on the mountains? That is the only part where log roads are laid. They were all, with the exception of one small piece, laid by contract, and cost 16s. per lineal yard on sleepers, and 14s. not on sleepers,—out-turn and all; but the out-turn is not macadamised.

778. *By Mr. Clements*: Is the road you are now speaking of as log road that which is only half laid across? Yes.

779. Was it the log portion which cost 16s. a yard? No; the whole road complete for traffic. (*The witness exhibited a plan showing the description of road referred to.*)

780. *By Mr. Parkes*: Where is this description of road laid down? Over various quagmires, from 60 feet to 200 yards in length.

781. Where is any one of them situated? At Black Log Hollow, at Springwood; they are nearly all between the top of Lapstone Hill and Springwood. The longest continuous piece is about a mile east of Boland's Inn.

782. *By the Chairman*: Did the piece of log road that Mr. Boland is now metalling cost the same price, 14s. and 16s. per yard? The metalling of it do you mean?

783. The logging? I do not know; it was done by Captain Scott before my time. I have always heard it was done at £1 a yard, but I think the ballasting was extra afterwards—it was ballasted over with sandstone. Practically, this kind of sapling road cannot be repeated, you must have the saw to proceed, since I and Captain Scott together have used up nearly all the timber suitable for such work.

784. *By Mr. Clements*: Do you not think sawn timber would be cheaper? Steam-saw machinery will work quicker and cheaper than manual labor; but if miles of plank road were laid down, we should soon have a long way to send for the timber, and the extra expense of haulage would then probably counterbalance the saving effected by machinery. To say the truth, I think timber could be imported cheaper from America, where there is so much water-power, or perhaps even from New Zealand; assuming that the plank road was commenced at Penrith, so that as the roadway proceeded there will always be a good road surface for the conveyance of the planks from the railway terminus.

785. *By Mr. Rotton*: Would that timber be sufficiently durable? If it were tarred, and sand put over it, it would last; the veins of the timber get impregnated with sand, and they would perhaps be still better filled if tarred first; while by kyanizing or creosoting the wood, which I have heard can be done at a very trifling expense, decay would be greatly retarded.

786. *By the Chairman*: In speaking of the durability of timber, are we to understand that you allude also to the logs which are at present laid down on the mountain road? As far as wear is concerned, I allude to that timber also.

787. Are you aware, from your experience, how long the same sort of timber will last in the ground when used for building purposes, or any other purpose where it comes in contact with the earth? I have a paper here, in which I have referred specially to that subject, and which will supply the best answer I can give.

788. Does your experience enable you to state what length of time this sapling wood will last? To a certain extent it does.

- B. B. Dawson, Esq.
27 April, 1860.
789. Will you be pleased to inform the Committee? The saplings which have been longest in the ground that I am aware of will be four years next September; some have rotted, evidently those that were decayed when they went into the ground; others of the same kind of timber are still quite sound; but I see logs in other parts of the road which I know have been down these dozen years, and which are sound to this day. Their soundness appears to depend on their being well buried, and something on the quality of the timber; box saplings will last twelve or fifteen years. As far as the Western Road is concerned I can only speak from an experience of $3\frac{1}{2}$ years, the time I have been there.
790. You have alluded to quagmires, where those portions of wood have been used on the road; do you designate those portions as quagmires from your own experience? They were quagmires when we laid down the timber roads. In one case, however, a sandy road was particularly chosen to try whether the logs would do as well in sand; but the principal places were actual quagmires. The adzed log roads were laid down over these places partly as an experiment, and partly as forming the only means of repairing these sections during the continuous flood season of 1857.
791. What you state to be quagmires, in your opinion, are they not a few holes in the road which the water washes the white and black sand into, where it is deposited for a time? One quagmire in particular was near James's Inn, the first we did, 60 feet long, almost impassable, and where drays bogged to the very axle. The next was near Black Log Hollow, not quite so bad. The third was near Springwood, where drays frequently bogged to the axle. The fourth was on a hill, where a bank spring issued into the road and made a quagmire about 100 feet long. The fourth and fifth were on sandy roads, no otherwise obstructive than that the sand was very deep.
792. Were not many of the places you call quagmires the effect of the road or track being completely worn out—not being rounded, and the water having no means of escape, they became quagmires. The natural formation of the mountain country is not a quagmire country? Except about Springwood, certainly not.
793. Nor at Springwood. What is the description of soil at Springwood? A black argillaceous soil.
794. Is it not a yellow soil of a substantial nature? There is a dark or chocolate-colored soil three or four inches in depth upon the surface; then you come to a fair yellow clay; and, below that, shale, very like rock when dry, but whenever rain falls the shale absorbs it like a sponge, and becomes soft.
795. Have not these quagmires been caused by the bad state of the road, allowing the rain water to lodge in the centre of the road, and causing the track to become soft? Some small pieces of 50 or 60 feet were quagmires of that kind, where the waters had collected between two hills, perhaps to the depth of a foot.
796. Have you had much experience in roadmaking before you came to this country? I had a good deal as quite a young man. My father was somewhat concerned in roads; he was one of the first followers of Macadam.
797. *By Mr. Parkes:* In what part of England? In Essex chiefly, and subsequently in Warwickshire.
798. Had you anything to do with roads in Warwickshire? Nothing practically, any more than as a follower of my father, who had.
799. What particular roads? Both highways and by-ways.
800. What main roads? From Birmingham to Wallsall I beg you to understand that I had no official connection with roads at all. Any knowledge I have acquired has been merely at second-hand, gained from those who had to do with them. I was, however, thoroughly imbued with the principles of Macadam before I came here.
801. *By the Chairman:* The portions of log roads laid down on the mountains have been constructed as an experimental mode of roadmaking? No, I can hardly call them that, because it is a description of road a great deal used in Canada.
802. It is an experiment in this country? In this country it was experimental, decidedly; I never saw it here before.
803. During your superintendence has any general system of drainage been carried on on the mountain road? During the whole period or any part of it?
804. Up to the present system of contracts? I never attempted to make a road without draining it thoroughly; it is of no use without drains.
805. Will you have the kindness to mention to the Committee on what portion of this line the road has been rounded previous to the present contracts being entered into? In many places, from Knight's Store to Spargoe's Inn the whole section was drained—about a mile. On Mount Lambie we did a good deal of draining; but the road is so very narrow there that the drains were soon obliterated—within a year or a year and a half after they were made. At Hartley we drained nearly a mile; at Junction Hill and Flat, three miles; at Meadow Flat, 1,100 yards; at Bowenfels and Hassan's Walls, the whole country side, and many other places.
806. In what you call drainage were there any aqueducts to enable the water to make its escape? Yes, either old culverts were put in repair or new ones formed.
807. Open culverts? Both open culverts and closed ones. When I came to Mount Lambie, in the flood season of 1856-7, a man could scarcely stand upon it; the bullock drivers would cross some sections of it with their boots off, and sometimes stripped to the waist. As soon as we got a little dry weather I devoted myself to draining Mount Lambie, and got it into such order, with a small amount of money, that it has been passable ever since.
808. How was the trade of the western districts carried on at that time—by what route? By no other route that I know of but Mount Lambie. I used to see dray after dray unloaded, while double teams dragged at the hinder part of the empty cart; horses smothered in the mud,

mud, and part of the harness sometimes left behind in the mire, because it was almost hopeless to grope for it. At that time (1856) I had not more than about £1,700 for both the Bathurst and Mudgee Roads.

R. B. Dawson,
Esq.

809. Have you had any experience in ballasting roads from the natural formation of clay soils? We ballasted with almost everything that we thought would answer. In general we only think of rounding up a road for permanent traffic from the side drains when the soil is decomposed granite or similar material.

27 April, 1860.

810. I ask if you have had any experience in ballasting—what I call rounding roads—from the natural soil of the immediate locality where the roads are formed, such as strong clay soils of any color? In dry weather, in summer time, I have rounded up the roads with clay soil, intending to ballast immediately after, and before rain should fall; but it would be quite unavailing to attempt to form a permanent roadway with such material.

811. Do you think that if the whole of that line of road were ballasted with the earth out of the water-tables and drains, which should be sufficient to enable the water to make its escape, it would answer the purpose much better than soft freestone? You cannot speak of the whole line in that way.

812. I am speaking of the whole line of road from the Nepean River to the Macquarie River, with the exception of the sandy hollows on the mountains in one or two places, or may be more—would not the work be substantially performed if the road were rounded with the solid clay or earth, as the case may be, taken from the water-tables and drains, and at much less cost than when you go to the enormous expense of drawing white sandstone to ballast the roads at a cost of 4s. 6d. a yard? A road ballasted with clay would be useless, and a road ballasted with soil would in general be useless, excepting with soil formed of decomposed granite, of which there is a considerable portion on the section which lies between the mountain road and Junction Creek.

813. *By Mr. Rotton*: What distance would you have to carry that decomposed granite to repair the sandy road on what is called the mountains? Four miles would be the shortest distance, and we should have besides to ascend Mount Victoria.

814. And the longest? About 30 miles.

815. And the decomposed granite, even when carried to these roads, would be absorbed by the sand? Yes, it would be quite useless.

816. *By the Chairman*: On what part of the line of road is this decomposed granite to be found? From the top of Great Hartley Hill, near Hayes's house, to the top of Lett Hill.

817. *By Mr. Clements*: You mean the range on this side the River Lett? Yes, the descent to the River Lett, and the ascent from the River Lett; and again, the descent to Junction Creek is also decomposed granite.

818. *By the Chairman*: From Hayes's to the River Lett, has this decomposed granite been used for the repairs of the road? It has.

819. And has been found to answer? Yes.

820. What is the distance from the decomposed granite to the Yellow Waterhole opposite Blackman's house? The nearest available decomposed granite to Blackman's house will be about a mile and a quarter to a mile and a half, up-hill.

821. West of the River Lett? Yes.

822. Would it not be quite impracticable to convey any of this decomposed granite on to the mountains, to repair any of those sandy hollows? Quite impracticable.

823. In fact, it could not be done without enormous expense? Certainly not; and we have a better material close alongside, on the mountains.

824. A much better material? No, not a much better material—a better—as good, at any rate.

825. Can reasonably good metal be obtained at reasonable distances on the mountain road? There is no real metal on the mountain road. The best that can be got is a hard, red sandstone, commonly called ironstone.

826. Is that plentiful? The best quality is generally scarce. Of an ordinary quality, it is plentiful from Shepherd's Tollbar to the Blue Mountain Inn, but very scarce from the Blue Mountain Inn to Emu Plains.

827. *By Mr. Rotton*: The best quality soon breaks up, does it not? Yes; unless the road can be formed and consolidated in continuously wet weather. If laid down in dry weather it soon grinds to pieces.

828. *By Mr. Clements*: You have had a good deal of experience on the road—is there, in your opinion, any metal worth putting on the road, from one end of the mountains to the other? There is none of which (looking to the extremely heavy traffic) you can say anything more than that it is better than nothing.

829. *By the Chairman*: Are you acquainted with that portion of line of road from Kelso to the River Macquarie? I am.

830. Do you know how that portion of the road was ballasted, or rounded, and with what? I only know from what I see. With screened gravel from the banks.

831. Are you aware that the road formed across what Sir Thomas Mitchell called the Bay of Biscay was ballasted and rounded with the earth out of two large holes in Mr. Kite's paddock? I do not know.

832. Have you had opportunity of seeing that road? I see a gravelled road there; I never saw it before it was gravelled.

833. You are not aware that it was rounded or ballasted with black soil—rich earth—out of two holes in Mr. Kite's paddock, three feet deep? No; I am not aware of it.

834. You have received no information on the subject? I never heard anything of the kind.

835. *By Mr. Rotton*: I apprehend it makes very little difference what the road is first formed with, provided it is not used until completed by ballasting and metalling? You can form a road of almost anything if there is dry weather during its formation.

- R. B. Dawson, Esq.
27 April, 1860.
836. But if, during its formation, the road is used and suffered to be cut up, it is impossible to make it a good road? Yes; and that is especially so on narrow roads not exposed to the sun. Across Bathurst Plains, or other similar localities, there will always be a passable road, because, although it may get greasy and rutted during the rains, it will always heal up again in dry weather. In all open countries the roads are generally passable, and often in very good order, as we have all seen.
837. *By the Chairman*: Is it your opinion, from your experience, that, if a line of road was properly drained, it would cost much less to put it in repair and keep it so? Drainage, without ballasting or metalling, is absolutely useless on most parts of the Western Road; it would be cut to pieces during the first wet weather.
838. *By Mr. Clements*: Do I understand you that, if the drains were kept open, it would be of no use? Practically, they could not be kept open; they would be quickly obliterated. As soon as a narrow road is cut into there is no drainage from it; the water remains on the road; the wheel tracks intercepting all lateral drainage. A soft soil road may, however, be drained, in some degree, lineally; since, where any slope exists, the water will run down the wheel tracks, and may be conducted off the road at intervals. In this makeshift way some good might be done, especially if broad wheels were in use, or light wagons like those adopted in America.
839. *By the Chairman*: Would it not be a very great improvement on that line of road if the holes were filled up with metal? It is always of use to fill the holes with good material on every firm road, and this is done as far as practicable. It would, however, be wasteful to fill the deep holes formed on clay soil roads with metal; it would be throwing money away.
840. Is it not the practice with your men to fill the holes up with whatever sort of soil is most convenient? No, certainly not; the greatest care is taken to obtain proper material.
841. Have any holes on the line of road from Mount Lambie to Green Swamp been filled with metal previous to the contracts? They have been filled with various material; in some cases with metal, in others with the best ballast procurable.
842. What has been the general material used for filling holes? What I may call an inferior kind of rock, which we term ballast; it is not quite good enough for metal, but it is the next thing to it; it is easily broken and yet hard and silicious; it does not grind to mud. In some cases rubble ballast is first filled in, and then metalled over.
843. Have these holes, which are so very numerous, been filled with earth or clay from the side of the road? Certainly not. A man would be instantly discharged if found filling a hole with soil; except where the road was first to be formed to proper shape with soil, then ballasted, and then metalled over all.
844. I am speaking now as to holes? They are not filled with soil. That is not our mode of repairing holes.
845. How often have you been in the habit of inspecting that line of road previous to the contracts being taken? Constantly.
846. Then you can speak from personal knowledge that these holes have not been repaired with soil? Of my own personal knowledge, most decidedly.
847. Has it been done under your immediate superintendence? No, because every gang had a head man who was responsible for the acts of his men, and who would immediately have been discharged if the holes had been filled up with soil.
848. It never came under your notice? It never came under anybody's notice. I will not say a man here and there might not have done what he ought not to have done, but if he did his overseer was called to book. I never employed an overseer who was at all likely to do such a thing. One or two overseers were, in the first instance, discharged for ballasting with improper material, after being warned against the practice.
849. *By Mr. Clements*: Do I understand that you discharged some men for this? I discharged one man in particular for repeated disobedience of this order.
850. *By the Chairman*: What was the repeated disobedience of orders? Ballasting with material that was not fit to be placed on the road.
851. *By Mr. Rotton*: What was the man's name? M'Garry.
852. *By Mr. Parkes*: In this particular instance had the overseer carried on the work to any extent? No; I had, once or twice, found him putting improper material on the road; he had been ordered to cut down the side banks, which were of good material, and to throw them to the centre, with some screened gravel got near at hand, but persisted in putting soft stuff on the road, telling me it would do, and would bind, and so forth; I went again two or three times, and finding he was determined to have his own way, I threatened to discharge him. He, however, discharged himself, throwing down his spade and saying,—Well, then, I had better go, or something of the sort. He was, on the whole, a good man; industrious, but desirous to have his own way in opposition to me, which of course I could not permit.
853. *By the Chairman*: On what part of the line did that occurrence take place? At Hassan's Walls.
854. I was not speaking of Hassan's Walls, I was speaking of the line of road from Solitary Creek to Bathurst? I was merely referring to the case of the overseer.
855. My question is, what material has been used in filling up the holes from Solitary Creek to the end of Mount Lambie West, and from Mount Lambie West to Bathurst? Stone ballast invariably. No other material has been used to my knowledge.
856. Is there a quantity of broken stone, which has been paid for, lying, and how long has it been lying, on the west end of Mount Lambie, unused? A year and a half I daresay, or a year and three-quarters.
857. A large quantity? I cannot say how many cubic yards—I daresay 70 or 80. A good deal of it has been used from time to time, but certainly not a third of it.

858. Since that stone has been lying there, in what state of repair, relative to large holes, *R. B. Dawson, Esq.* has that identical piece of the mountain been in—the west end of the mountain? Very bad. There is, however, stone much nearer at hand to repair it than the stone in question. 27 April, 1860.
859. Right along-side the stone—what sort of repair has that portion of the road been in? That portion of the road is in fair repair.
860. In what state was it six months ago? Very bad, as bad as possible.
861. Impassable? No, not impassable, because everything passed it, but very nearly so.
862. Had not the teams, where a large quantity of stone was lying, paid for, to turn into the bush? Not exactly where the stone was deposited, further west.
863. A few yards? I should say about a mile.
864. I am now alluding to those impassable holes close alongside where the stone has been broken for eighteen months or two years? There were no impassable holes close alongside the stone.
865. Within a few rods of it? The only piece that could be called nearly impassable was certainly three-quarters of a mile from it, at the turn of the road generally called Thorpe's Pinch.
866. This is Mount Lambie, where the stone has been deposited? There has been no impassable hole within about three-quarters of a mile.
867. Twelve or eighteen months ago? More than eighteen months ago. I was applied to some time since for a written explanation on that subject, and I sent one to Captain Martindale.
868. Until within the last six months, has the road at that point, and within a few rods of where the stone is deposited, been impassable, the whole traffic being turned off the road? At that particular point I could not answer your question precisely; but, if they had an option of turning off into the bush I certainly should not have mended the road, since there were so many places to mend that it was seldom possible to repair even those where there was but one road. Never having money enough to mend nearly all the places where there is but one passage, it has been impossible to attend to those where there is an out-turn by which the teams can get round.
869. That stone remains there still unused? It does.
870. *By Mr. Rotton*: The means at your command for repairing the road are so limited that you are obliged to apply them where you think the repairs most urgently required? Out of nine places sadly requiring repair, we can seldom do more than one or two, and we take the worst first.
871. *By the Chairman*: How many overseers have you on the Bathurst line of road? Two overseers; one from Solitary Creek to Bathurst, and one from Penrith to Mount Victoria; and a ganger is generally employed between Mount Victoria and Solitary Creek, which is called the middle division.
872. What duty has he to perform? To see that the contractors do their duty; to watch that their stone is properly broken; sometimes, when I am away, to measure it; to see that they spread it of the specified thickness; in fact, to keep them up to the mark; and to superintend the minor repairs done by task-work.
873. Have there been any weekly men continually employed from Hartley to Bathurst for the last six months? No weekly men have been continually employed; it is nearly all task-work. Now and then we are obliged to employ a day laborer at little jobs.
874. Is it contract work? The greatest part of it is task-work. We call the greater works contracts, where they are let by public tender; and the minor works are done by task, in which cases it is I who decide whether the prices are fair and reasonable.
875. *By Mr. Cements*: May I ask the difference between a ganger and an overseer? The overseer is constant, the ganger is not constant; the overseer is allowed a horse, as he has from 30 to 40 miles of road under him. The ganger has no allowance for a horse.
876. The ganger is a minor overseer? A sub-overseer in fact.
877. *By the Chairman*: Your duty is to superintend the whole? Yes; and to keep the accounts, as well as superintend the out-door repairs.
878. Whether work is let by contract or by task it is let under a plan and specification, is it not? Contracts are let on specification, task-work is by agreement—generally a short written agreement.
879. Is there not a specification? The agreement is a specification, if you please to call it so;—something in this way: A. B. agrees to cut so many yards of drain at such a price per yard, to be such a depth and such a width. It is a specification, though a brief one, since generally our men understand perfectly what they have to do.
880. In letting these portions of road, is the drainage included in these special contracts? The larger contracts are generally to make the road complete—forming, drainage, ballasting, metalling or gravelling, as the case may be.
881. Would not one inspection of this work performed by plan and specification be sufficient before being paid for? Certainly not; it requires constant inspection. A contractor would be able to "seamp" his work throughout, if not constantly inspected; the measurements are constant.
882. Are the contractors bound to perform their various contracts within a certain time? No; they are bound to make reasonable progress, in the opinion of the superintendent. We could not bind a man to perform his contract in a given time, because in roadmaking so much depends on the weather; for instance, in a period of drought he cannot spread his metal, or if he does his metal is spoiled; the process of consolidation depends entirely on the weather, and until one part of his work is consolidated he cannot be allowed to proceed with the other.
883. *By Mr. Rotton*: When you let a piece of road by contract, do you let the whole of the repairs

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- repairs to one individual, or take separate contracts for the different descriptions—forming, ballasting, draining, and so on? The whole to one individual for the finished work. In the case of the Mount Lambie diversion, however, we let the clearing to one individual in a separate contract; and in another case, the contractor would not take the culverts, and we had to get another to do so; but generally, we let the finished work in one piece.
884. In either case it is necessary, while the work is progressing, to have some person to see that the different portions are properly performed? Yes.
885. For instance, if the road were only inspected when completed, you could not tell whether it was properly ballasted or not? No, we could not tell whether there was the right quantity of ballast.
886. Without pulling up great portions of the road? Not without pulling most of it up.
887. *By Mr. Hoskins*: Are not contractors generally bound to time in public works? Yes; and they are bound to time here; that is, they are bound to make reasonable progress; but if continuous rains were to fall we are obliged to modify the conditions.
888. *By Mr. Rotton*: What is the reason that Mr. Boland has taken such a very long time to perform that contract of his? I can give one or two reasons. In the first place, metal is very difficult to get there. He gets a few loads here, and a few loads there; and when he opens a quarry, he sometimes finds that instead of getting better the stone gets worse as he goes deeper into it. I do not, however, think he has gone on so fast as he might have done, and he has been urged pretty sharply to keep moving. Lately a great many of his men struck work and went to the Snowy River; and a number of men who were sent up to him by Mr. Bennett, although he offered them a shilling a yard more than he had been paying others, refused it and went away. We could hardly blame him for that. After a time, the attraction of the Snowy River subsided, and he got on faster. Now, the weather has stopped him again.
889. *By Mr. Hoskins*: Are you not aware that contractors for the formation of railways are bound to time? It is easier to form a railway within a term than a road; there is no traffic going on. If we could block up our roads when we pleased we could get on faster; but the traffic of heavy teams in wet weather is very obstructive. We could lay down plank road in a given time.
890. *By Mr. Rotton*: A piece of the road that Boland has contracted to repair was originally a log road? Yes, corduroy.
891. That is a rough log road? Yes.
892. With an uneven surface? Yes, very uneven.
893. Was that adzed off previous to being metalled? No, it was ballasted a few inches over the surface.
894. Do you think that was judicious? Yes, I think it would have been labor thrown away to have adzed it.
895. Are you not aware that on some portions of similar road, which have been metalled, the metal has been entirely cut through in consequence of the logs not having been squared off? I think that may have occurred where there is an insufficient thickness of metal, and without ballast beneath it.
896. Do you not think it is likely to do the same on this piece? No, there is too great an interval of ballast between the metal and the logs. Cut through it will, no doubt, very quickly, because the metal is so inferior, and for which reason I should have preferred a plank road.
897. *By Mr. Hoskins*: You say you cannot get suitable metal? For forty miles we can get material which will make a road—and, if constantly maintained, a very good road—but a very expensive one to keep in order.
898. The stone crumbles? When we can get it finished and consolidated in wet weather, it makes a very good road for some time, but in dry weather, long continued, it grinds to pieces.
899. Have you heard of the plank roads in use in British America? I have read something of them.
900. What do you think of them? That they are in this case the only panacea; we must come to them sooner or later.
901. Do you not think they would be cheaper than constantly metalling with bad material? Yes, both cheaper and more durable.
902. *By Mr. Clements*: Have you made any calculation as to what sum of money would be required to put the mountain road in thorough repair, so that the mail could travel at the rate of seven or eight miles an hour? I did, without the sands, on one occasion, more for my own satisfaction than anything else; I thought about £90,000, leaving the sands alone; that is, taking the whole road from Penrith to Bathurst.
903. I am speaking of the mountain road only? I never calculated the cost of the mountain road *per se*.
904. *By the Chairman*: Was that on the supposition that it was to be macadamised? It would have been partly macadamised with the metal to be found there, on the steeper gradients, and partly planked.
905. *By Mr. Clements*: Have you made any calculation as to what you think a sufficient annual vote to keep it in repair, if once in repair? £50 a mile, if the road were once properly made. It depends, however, upon how much plank road you would have, because plank road requires comparatively very little repair.
906. *By the Chairman*: In what state is the mountain road now? Almost as bad as it can possibly be. I do not think it is quite so bad as when I went to it, because some of the worst pinches have been made right. Perhaps I should modify my answer, and say very bad. There is only one actual sticking place just now, and upon this we are now at work, at Ell son's Bar.

907. From the dreadful state of the road, is it your opinion that a large number of men ought to be employed at once, under proper superintendence, to put the road in passable repair, so that the trade of the country could be carried on? I think, looking to the heavy rains just passed, and to the winter season just at hand, it would be advisable to devote a considerable sum to what are called desultory repairs, at the discretion of the superintendent.

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908. By employing men? Yes, as he may please.

909. I should not like to give the superintendent too much power? I am always diffident in asking that for myself; but, as a matter of opinion, I would give him all power, if I had my way. I think the power cannot be too close to the work.

910. Is it your opinion that it is quite necessary to adopt some plan of that kind at once, for fear of labor getting scarce in the spring, in consequence of the Snowy River diggings? I think labor is likely to be scarce in the spring from that cause.

911. Would you recommend that mode of action? I would recommend simply that a considerable sum should always be placed at the discretion of the superintendent, to be used when, where, and how he pleases. That would be at my discretion. To me it is generally pleasanter to be controlled, since with the annual vote so little general improvement can be made that, do what one will, it is impossible to give general satisfaction.

912. *By Mr. Hoskins*: You are favorably disposed to the adoption of plank roads? I am, decidedly, where the gradients are suitable. I have here a paper on that very subject, which I sent to Captain Martindale two years ago. It embodies almost all I have been able to think upon the subject.

913. *By Mr. Clements*: Is not the piece of plank road near Wascoc's the most expensive piece of road that has ever been laid down on the Western Road? I do not know what it cost.

914. Being near a camping ground, is it not generally avoided by teams? Only by those teams which go to camp there.

915. From the position of that piece of road would you be enabled to form any opinion as to the wear and tear of a road similarly constructed upon a narrow part of the road, where all the traffic would pass over it? Yes, I think you can see by that road what is the durability of sound timber. In four years the originally sound timber is still sound and very slightly worn.

916. But, if the whole traffic had necessarily been obliged to pass over that planking, would it not have worn out much quicker than it has done? No, I do not think it would, because on those plank roads, over which *all* the traffic has passed, the wear is scarcely perceptible; you cannot see the sign of a wheel track. I think plank roads will be destroyed by decay long before they are worn out, especially if covered with sand.

917. *By Mr. Hoskins*: You have adopted plank roads yourself? Yes, on the Canadian narrow principle.

918. And highly approve of it? Yes.

919. And you think it is cheaper? We have laid down the few short pieces hitherto constructed more cheaply than metalled roads, and have spent very little in repairs, except in one instance where the construction was originally faulty.

920. Do you not think it would be the best plan to repair it with a plank road? Yes, I think all narrow sections, secluded from the sun, as many portions of the mountain road are, all sandy bottoms, and generally speaking all moderate gradients on this part of the Western road should be planked.

921. You think a plank road would answer best in an economical point of view? I do; but more particularly between Emu Plains and the Blue Mountain Inn. If we had plank roads here they would gradually change the traffic; we should soon have light teams started, as in America, which would gradually drive out the others; and these might be encouraged by differential tolls to the great advantage of the road.

922. Do you not think that from the saving in wear and tear of horses and vehicles it would be preferable to adopt plank roads generally? I am strongly in favor of them on all suitable gradients. I would not have answered this query so firmly three years ago, because I had not then seen what the wear and tear would be; but, observing how well they have worn under the present uncivilised, barbarous style of traffic, I have no hesitation in recommending a further advance in the same direction.

923. *By Mr. Rotton*: What is the designation of your office? Superintendent of the Western Road, having charge of the Bathurst Road.

924. Have you charge of the Mudgee Road as well as the Bathurst Road? No, I have not; I had up to last May.

925. Is any gentleman in charge of that road now? Yes.

926. Are you an engineer? No, I have not been professionally educated at all.

927. Nor surveyor? Nor surveyor.

928. What is the general condition of the Western Road? Very bad, those parts excepted which have been recently repaired.

929. Have you had an opportunity of seeing any of the other main roads of the Colony, the Northern or Southern? Not of late years.

930. Then you are not able to state what the condition of the Western Road is in comparison with the other roads? I am not.

931. Taking the whole road from the Nepean River to Hartley, including all the mountain road, how much per mile, on the average, do you think it would cost to make a good road of it, that is, a macadamised road, taking it as it is now? At a very rough estimate I would say £1,500 per mile for that portion of the road—for thorough work of course.

932. Is that for making it with metal? For plank where practicable and suitable, for metal where nothing but metal can be used, which would be on the steeper gradients.

R. B. Dawson, Esq. 933. I wanted to arrive at a comparison of the difference of cost between the two systems?

Neither could well be used entirely on account of the gradients being adverse in the one case, and the want of proper material in the other; * [and some little contrivance would be necessary where the plank road and metal road form a junction; for instance, in descending a metallated hill, we will say, where there is from 18 to 20 feet of travelling space, you find in a sandy bottom a piece of plank road which you are approaching; if that plank road is the narrow width, all the drays, towards the bottom of the hill, would concentrate upon one track to get upon the plank road, and consequently the metallated road at that point would be unduly worn. To avoid that I would have the plank road made so as to fan out a little, to concentrate the traffic gradually.]

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934. Then you think £1,500 per mile would make a good road, plank in the sandy parts and metal where plank would not be practicable? I think so.

935. Do you think it would be practicable in the sandy places on the mountains to make a metallated road at all? I think it would be possible, but much more expensive at first and far more expensive to keep in repair.

936. You say you have devoted a good deal of attention to the subject of plank roads, and have written out your ideas? I have.

937. Have you the document with you? I have.

938. Have you any objection to put it in? None whatever. (*The witness handed in the paper referred to. Vide Appendix A.*) There are two papers, I may mention. The one has reference to narrow metallated roads (B), and the other to plank roads.

939. The questions I have asked you now have had reference not to casual repairs, but to constructing and making a good road; and your opinion is, that £1,500 a mile would do it, at a rough estimate—do you think it would cost as much, or take less? When I say £1,500 a mile, I mean that the 43 miles of mountain road could be constructed for a bulk sum represented by £1,500 a mile.

940. And from Hartley to Bathurst at less cost? From Hartley to Bathurst material is everywhere abundant. Excepting from Woodside westward, there is no part of the line where ballast and metal are not abundant.

941. On that part you would not recommend a plank road? I think not, unless upon some swampy flats; although, generally, even the worst flats have metal near at hand. The difficulty of maintaining a metallated road would also be less felt on the Bathurst side, as there are settled inhabitants scattered here and there; while there is no population whatever between Hartley and Emu Plains.

942. Would the cost be as great between Hartley and Bathurst as that you have now spoken of, between the Nepean and Hartley? No, on the average I think not, because there is more road already made there, and a good deal of the road could be done at a much more reasonable rate than on the mountains. Also, what we *have* done is the very worst of it, such as the sections near Redbank and the Frying-pan.

943. You spoke just now of plank roads costing 16s. a lineal yard? Yes.

944. Did you allude to those experimental pieces that have been made? Yes.

945. Do you include logging on one side and metallating on the other as well? Yes, nine feet of logging, two feet of metallated margin, and seven feet of sloped earth bank, and the drains—in fact, the road complete; but in any future work the timber track should be two feet wider.

946. These were merely experimental bits of road-making, as I understand, to prove which was the best way of making a log road? They were laid down partly as an experiment, partly because they were cheaper than metallating, and partly because, from the very wet season, that was the most practicable mode of repairing those very bad places.

947. If it cost 16s. a yard to make the road in that way—half metallated and half formed—could it not be done for less, supposing you were to construct a planked piece in the centre of the road sufficient for a track? For a double track?

948. Yes? No, I think not; I should always have preferred a double track, but for the difficulty of getting a sufficient quantity of straight timber of the necessary length. Working, as we did, with the axe and adze only, we were obliged to be content with what timber we could find that was straight; and now it would be doubly difficult to get proper timber without saw machinery.

949. Then to make a plank road wide enough for a double track it would cost more? Yes. The more timber that is required the further we shall have to go for it, and the greater, consequently, will be the expense of haulage.

950. What is about the average that you have paid for metallating the road? For metallating only, or metallating and ballast?

951. For the repairs that have been effected where contracts have been taken? I can give you the highest and the lowest. Our highest has been 30s. per lineal yard, and the lowest 10s.; one for metal, the other for ballast—decomposed granite.

952. Does that include metal, ballast, and all? Everything excepting culverts; 10s. for granite gravel, 30s. for metal.

953. What do you imagine it would cost to make a log road—or what you call a plank road—such as you have stated has been done for 16s. a yard—to make it double the width, so as to form a sufficient track for drays to pass? Of sawn timber of course, because practically it could not be done in the same way as formerly, with the axe and adze, on account

* NOTE.—This portion of answer 933 was *obliterated* by witness (when the MS. evidence was under his revision) "as not relevant to the question asked." The original has been restored by order of the Committee (*Vide Proceedings*, 17 May, 1860.)

- account of the deficiency of suitable timber. I should hardly think it could be done for less than 25s. a yard. For a width of 11 feet my estimate was £1, but a very rough estimate.
954. How do you make out, from the prices you have now stated to us, that you could construct a road on the mountains for £1,500 a mile, and for a less sum on the other end of the road, when it appears from the prices you are now paying that the formation and metalling of the road costs at the rate of £2,640 a mile, and the logging, at the estimate you have now given, £2,200? Our highest price for metal is, it is true, £2,640, but there would be a good deal of road gravelled at say from 10s. to 12s. per yard; and there is a considerable extent of road already done, and this too on the very worst places.
955. You take credit in your estimate for the repairs already effected? Yes. Making, of course, a very rough estimate. In this kind of way, I think a safe sum to assume, from Penrith to Bathurst, taking credit for all that has been done, would be £1 a yard, allowing the present price of labor to continue.
956. £1,760 a mile? Put it down at £2,000 a mile; I think that would clear it.
957. It would not be practicable, I think you said, on the mountains, to make a plank road continuously, but where practicable, I think I understood you to say, a plank road would be the cheapest? Both in construction and maintenance. The steeper gradients would have to be formed of other material.
958. Whether the work were performed by contract, or by task-work, or by day labor, would it be possible for you to dispense with the services of the overseers? I do not think it would.
959. You think it would not be by any means an economical arrangement? Decidedly not. For instance, in the laying of a plank road the men must be watched very closely, as it is essential that every log should be thoroughly packed with the packing hammer till it lies on a thoroughly solid base, otherwise it is liable to constant displacement.
960. Your duty is, I presume, to lay out the work? To specify and to lay out the work.
961. And generally to inspect it? Generally to inspect it, and to keep the accounts.
962. To do the office work? Yes.
963. It would be impossible for you to be continually at the different contracts which you give out, inspecting them as they progress? It would be impossible.
964. And unless you had the assistance of overseers it would be possible for the contractors to scamp their work? Yes. Incidentally I may mention that I nearly wore out myself, and my horses too, before I was allowed mounted overseers.
965. You have stated that a great deal of material was procured previous to the system of contracts? No, not a great deal.
966. There was some? There was some, and part of it lies there still.
967. Do you make any arrangement with the present contractors for the use of that material? It still lies there, available for a road we have in contemplation. There was a particular reason for leaving that metal there.
968. That is one spot. Allow me to draw your attention to another particular portion of the road, known as the Frying-pan Hill, on which there is a great deal of metal. I observed lately, in passing it, that that metal has been used up in the repair of the road—has the contractor made any allowance for it? It has not been used by the contractor, but by ourselves in task-work. Part of the metal at the Frying-pan Hill was not ours, although it appeared to be. It was broken on speculation by one of the men that we had employed on task-work, who, finding that we had no work for him for a time, occupied himself in breaking this metal, and finally sold it to one of the contractors.
969. Where metal has not been previously disposed of, if it is used by a contractor is any allowance made for it? Decidedly. No contractor would be permitted to remove a stone without paying for it.
970. It has not been a loss to the funds? No. I think in one case a contractor was allowed to remove some stone because it was in his way, but he became bound to replace it.
971. There are a quantity of logs lying at the bottom of Mount Victoria, which were procured by you? Yes.
972. At what cost? On the left hand side of the ascent of Mount Victoria there is an out-turn cleared, and a good deal of that timber came from it; I had it laid on one side intending to timber, in the adzed log fashion, the viaduct near Jones' inn.
973. Will you state what the cost of that timber might have been? We had teams employed by the day, and perhaps there were as many logs left unused as a couple of teams would haul in * [a couple of days—say from £2 to £4. We used a good deal of these logs for those little cross drains. Most of them have been used up, but the power of using them has been taken out of my hands.]
974. There is one question I want to ask, but I think it right to tell you that you are not bound to answer it, and perhaps it is also right to tell you that it has been stated, not to the Committee, but to me personally, by people in the district, that you had your own servants employed in the construction of the roads, and that you derived an individual benefit from their labor before the roads were let out by contract. Had you any men in your own service, or any teams of your own, employed on the road, or did you in any way derive any individual benefit from the labor of any of the people employed on the road? In no shape or way, directly or indirectly, have I ever been concerned in malpractices of this

* NOTE.—This portion of Answer 973 was *obliterated* and altered by witness (when the MS. evidence was under his revision) thus,—“Three or four days, say from £5 to £6. We used a good many of these logs for side guards, cross drains, &c. Most of them would have been used up but the urgent occasion for them passed away with the flood season of 1857-8, and worse places elsewhere have since claimed more attention.” The original has been restored by order of the Committee (*Vide Proceedings, 17 May, 1860.*)

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R. B. Dawson, this kind. The statement is utterly without foundation, in whatever way the question may be put. A similar question, with respect to carts, was put to me officially by Captain Martindale, some two years ago, and received my reply. At that time I had never possessed a horse of my own that would go in harness. I have only had one since, and that one in constant use for my own domestic purposes. * [I was asked if I employed my own carts, but I had not a horse that would go in harness at that time.]

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975. Have you any personal interest in any of the contracts now in operation? Not the remotest. None but a scoundrel could, I imagine, have any such interest while holding my position.

976. A sum of money has been placed upon the Estimates for the Mount Lambie diversion—is it intended to abandon Mount Lambie altogether, and open the diversion as the road? When the diversion is completed it is. In the meantime it is proposed to keep the old road over the mountain in passable condition.

977. Of course you have considerable knowledge of the locality, the character of the soil, the gradients, and so on? Yes.

978. Which do you consider the best line of road, the diversion or the road over Mount Lambie? I think unquestionably the diversion. In fact I had not been on the road a fortnight before I wrote a special report on that point.

979. When once made do you think it will be maintained at less cost than the road over Mount Lambie? Yes, for several reasons I could state.

980. Are you able to state what is the ascent of Mount Lambie—what height? No, but the information can be obtained from the sappers' and miners' survey. There is no comparison between the gradients.

981. In comparison to Mount Lambie there is no hill on the other line? No; when our road is cleared and shaped, there will be but one ascent and descent to be spoken of, and even these will be trifling when compared with the old line.

982. I presume you had not anything to do with the planning of the bridge which is erected over Cox's River? No.

983. Or the site which was chosen? No.

984. Is there not some fault in the approach to the bridge on the western side? Yes, there is at present an apparent fault, because the work is not completed; a contract being now open for cutting out the opposite bank, and giving a wider sweep.

985. *By the Chairman*: I understood you to say that the stone on the west side of Mount Lambie was reserved for some specific purpose; if so, what purpose? It was at first intended for the repairs on Mount Lambie itself, or for any point adjacent, because the metal was there abundant, and was got chiefly by screening, not by breaking, at a full cost of 3s. 6d. a yard as it lies, which is very cheap. Generally, I may add, I have been in the practice of laying up stone wherever I could get it, so as to have it ready when the right weather comes for spreading it.

986. Can you state to the Committee the distance from where the diversion comes out on the present line of road to Solitary Creek? I cannot tell you precisely; but I can tell you nearly the difference between the two by rough measurement. I believe it is from three to four chains, not more.

987. The new road is three or four chains longer? Yes.

988. Will you state to the Committee what is the formation of the country on the proposed new line? It varies very much. From Solitary Creek to Greenhatch's house it consists chiefly of long sloping gravelly ridges, with occasional black flats of no great length; through Greenhatch's paddock about 500 yards of black soil; from Greenhatch's paddock to Honeysuckle Swamp open ridges, rather gravelly for the most part; across Honeysuckle Swamp about 600 yards of black soil, with a good fall for water, and, on the whole, a pretty sound bottom, as drays can pass over it even now in anything like reasonable weather; from Honeysuckle Swamp to the old line, which completes the diversion, there is a somewhat steep ascent and descent of ordinary soil, which is now being formed and drained under contract.

989. *By Mr. Rotton*: A considerable portion of that road has been open for some time? Yes; there is a great deal of traffic over that road in dry weather, and even some in wet weather.

990. From Solitary Creek to the dividing range west of Greenhatch's house, in any sort of moist weather, the country is very soft, is it not? No; it is not a very soft country; the bush track there is generally pretty hard, and even the narrow road which has been formed by the drays does not cut up very much.

991. Will it require to be macadamized to make it passable in wet weather? If cleared and travelled upon at first, during dry weather only, a good deal of good bush road may be made without macadamization. It will, however, require to be macadamized on the black flats.

992. With ordinary repair would it be as good as the other? With reasonable care it will speedily make a much better road.

993. Mount Lambie is one of the worst hills on the Western Road? I think it is the very worst, since the gradient is steep on both sides.

994.

* NOTE.—This portion of Answer 974 was *obliterated* by witness (when the MS. evidence was under his revision) and the following substituted,—“I have traced these and similar calumnies to one well-known individual, who, besides being an industrious and persevering detractor, has been also at the same time an assiduous applicant for my appointment.” The original has been restored by order of the Committee (*Vide Proceedings*, 17 May, 1860.)

994. And this diversion entirely avoids it, with a very gradual ascent? Yes; this diversion is a road with, on the whole, very moderate gradients. R. B. Dawson,
Esq.
995. *By the Chairman*: If Mount Lambie was put in thorough repair would it not last for years with slight repairs? I do not think Mount Lambie could be put in proper repair without great expense. It is a very narrow scarping, in some places not more than 13 feet 6 inches wide; not, in fact, wide enough to admit of side drains being formed without heavy side cuttings being first made. It is entirely secluded from the sun in winter, and the snow lies upon it for many days after it has disappeared from the other side. 27 April, 1860.
996. *By Mr. Rotton*: You referred just now to some overseer whom you had occasion to discharge? Yes.
997. What was his name? Patrick McGarry.
998. Are you aware whether he is the same person who has given evidence before this Committee? I have no doubt he is the same person.
999. *By the Chairman*: Is there a surveyor on the Bathurst line of road under pay? Not that I am aware of. There was a young man in charge of two bridges; I believe he is a surveyor by profession.
1000. *By Mr. Rotton*: He belongs to a different department? He belongs, I believe, to the engineer's department.
1001. Some little time ago, perhaps more than twelve months now, was there not a diversion made from the top of Rivulet Hill, near where the public-house now stands, to avoid a very bad hole that was on the main road? The bad hole was a section of the road, from 300 to 400 yards in length, and was utterly impassable in wet weather.
1002. Was not a great deal of money spent on that diversion? No; it was an old road which was re-opened; a gang consisting of an overseer and eleven men were placed there, and the diversion was formed in about a month. It has been travelled over for about two years. There were at that time no means available for making the main road passable.
1003. Would not the amount expended on that diversion have put the main road in a passable state of repair? I do not think ten times the amount would have done it at that time. I really do not think it could have been done, till dry weather set in, at any price; and in the meantime, but for the diversion, all traffic would have been stopped. It was a quagmire to a man's middle. It was difficult during that season to get a horse, within a compass of twenty miles, able to draw an empty cart even. Corn was 20s. a bushel, and the mail brought its own forage, truss by truss, from Bathurst to Bowenfels—38 miles.
1004. Then, in fact, there was no alternative but to repair that diversion? That was the real fact; and right glad I was when it was done.

APPENDIX A.

WESTERN ROADS.

MEMORANDUM on Single Lines of Plank Road, having reference to certain Timber Tracks lately constructed between Penrith and Hartley, of which Plans and Sections are forwarded herewith.

HAVING given my best attention to the formation, and, as far as it has yet gone, to the working, of single lines of timber tracks, I would beg to offer the following observations, as the result of much anxious reflection on the subject:—

1. *As to Materials.*—I think that to determine upon particular kinds of timber only, for such works, would end in disappointment. Nearly every kind of timber must be used, or, except in some few places, enough will not be found. I think that even young trees, of not less than nine inches in diameter, may be used with advantage. If stripped of their sap by the steam saw, and laid, well packed, upon ground properly drained, I believe they would form a very durable roadway. In many parts of this line, I doubt if timber sufficient could be got in full lengths of nine feet; but I am well convinced that shorter lengths, upon extra sleepers, would, at some additional expense, answer equally well, if properly packed and spiked. To insure the greatest amount of good timber in any given roadway, operation should be commenced at any point where it may abound. The newly formed line would then carry forward the good timber at the minimum expense of haulage.

2. *Comparative durability of various kinds of Timber.*—This is a question for experience. Some of the Colonial woods are well known to be lasting to a proverb—"ironbark" and "box," for instance; but I conceive the real point to be, What is the average durability of sound Colonial forest timber—for, if plank roads should be extensively laid down, every kind, with perhaps one or two special exceptions, will infallibly be made use of. As far as my experience goes, hearsay evidence, derived from sawyers and splitters, is not often to be depended on. The same wood goes in different districts by different names, and wherever any particular sort grows abundantly there is always a disposition, among those who live by cutting it, to give it a fair character. Some timber is of bad reputation undeservedly—"spotted gum," for instance. This timber, in the sapling state, is worthless. I have found it, after two or three years' use in a dry situation, to be perfectly rotten, and extensively perforated by a worm; yet, when full grown, and stripped of the sap, it forms a most useful and durable timber. A careful examination, at the ground surface, of the posts used in old Colonial fences (the dates of whose construction will be often ascertainable), would, perhaps, be the readiest way of arriving at a correct conclusion upon the subject of this paragraph—due regard being had to the soil and situation in which such posts may have stood. The following facts may be valuable, as far as they extend:—A plank road, 21 feet wide, on several rows of sleepers, was laid over about 100 yards of swampy ground, near the Old Pilgrim Inn (five miles west of Penrith), about two years ago. It is formed of various kinds of timber found in the neighborhood. The roadway is not properly drained, inasmuch as the timbers have no cross slope, while the presence of standing water under them makes itself audible to a passing horseman in wet weather; yet the roadway is, to all appearance, in nearly as good preservation as on the day it was laid down. The Denison Bridge is another case of about the same duration and preservation; but here, the planks, being laid without any soil beneath, have immediately dried with every return of fair weather. The third case which I have to mention is of some small green saplings laid down over a culvert on a private road, at the North Shore, now nearly three years and a half ago. In July last, I noticed that the rains had denuded the soil from some of these saplings; yet they then, after three years' service, appeared perfectly sound, and refused to break under such weight and force as I could personally bring to bear upon them.

3. *As to packing the Planks, or laying them hollow.*—In all the adzed log roadways I have yet laid down, the cross timbers rest upon a solid substratum as well as upon the sleepers, and are slightly sloped to insure surface drainage—the printed (American) instructions, which I have followed, insisting strongly.

R. B. Dawson,
Esq.
27 April, 1860.

strongly upon *thorough* packing, which, if well performed, renders spiking to the sleepers unnecessary. I have since been told, however, that many plank roads in Canada are laid *without* packing, over hollow drains, the planks being spiked to the sleepers, which last are laid, as nearly as possible, under the wheel tracks. I presume that this mode of laying the timbers is intended to retard their decay by keeping them from the damp of the soil. After some consideration, however, I still incline to prefer the method of close packing, for the following reasons, viz.:—First, simplicity of construction. A road laid hollow, and dependent throughout upon effective under drainage, would be both more difficult and more expensive to make. Without numerous and trustworthy foremen of works (not easily obtained) the drainage would be ill executed, and consequently worthless. On the contrary, any defect in packing would be immediately detected by the springing of the planks under heavy weights. Next, safety in use and simplicity in repair are both in favor of the solid system. On a road laid hollow, the breakage of a single timber would form a dangerous obstruction, only to be repaired by another timber of the same dimensions; while on a road laid solid a defective timber might be temporarily replaced by a plugging of gravel or broken stone. Moreover, the breakage of a timber laid hollow would at once expose the drain under it to more or less damage. Thirdly, timbers well packed upon a sound under stratum will not require spiking. This, besides the saving of expense, would admit of the under faces of the planks being readily turned uppermost should the original surface of the roadway become injuriously abraded by the traffic. Moreover, careful packing would go far towards hermetically sealing three sides of the planks, and would thus, I think, considerably retard their decay. I conceive, too, that planks in a roadway have their durability somewhat increased through the pressure of the traffic filling closely with soil all their superficial cracks and veins. They are thus, in a considerable measure, defended from the action of the weather. Fourthly, a roadway laid hollow will become almost useless as soon as unsoundness commences, since the timbers *alone* must in this case support the whole of the pressure; whereas, if laid solid, decay may proceed to a considerable extent before the roadway will be rendered unserviceable—the actual weight of the traffic being borne, in this instance, not by the timbers but by the ground.

4. *Should the Planks be laid diagonally, or at right angles with the axis of the Road?*—Both plans have, it is stated, been adopted in America—the latter being the more usual. The experimental roadways on this line have hitherto been laid rectangularly, partly from this being the simpler mode of construction, and partly because, since hard timber wears *smooth* under traffic, while soft timber wears rough, a rectangular position of the planks seemed more likely to prevent animals from slipping than a diagonal bearing.

5. *With respect to the Out-turns.*—Looking to the heavy loads and lengthy teams now in vogue, I think that a double out-turn, composed partly of broken stone (as in No. 3 plan and section), is very desirable. In any case, the roadway should not be considered finished for traffic till the sidings have been thoroughly consolidated by rolling. I am aware that some practical difficulties present themselves. Rollers of the best kind will be costly to purchase, and, especially on a mountain road, both difficult and expensive to transport. I think, however, that all this may be met by having ordinary “box drays,” with cylindrical wheels about sixteen inches wide, a breadth of tire which was once not uncommon in England. Such drays might be sent when wanted, either empty or with supplies, and there loaded as rollers to the required weight. Such dray rollers would often be useful in consolidating tracks to quarries, and in bringing timber and stone from ridges rendered unsound by the rains, and consequently impassable by narrow tires, if heavily loaded.

6.—*Breadth of Planks.*—Although, in America, boards of from 9 to 12 inches wide are commonly used, I am inclined to think that the hardwood of the Colony would prove slippery if laid down in similar widths. Narrower planks, say from 5 to 8 inches, would give firmer foothold, would be less liable to be warped by the sun, and would be far more easily procured.

7.—*As to Spiking or not Spiking the Planks to the Sleepers.*—On roadways, laid hollow, spiking would no doubt be necessary; but I conceive that those laid solid would not need spikes, which, it is said, are frequently dispensed with on the American lines. On the single line roadways which I have laid down neither treenails nor spikes have been used, nor do they seem to be required; but the case is somewhat different, inasmuch as the adzed logs are shouldered on to the sleepers, and are individually heavier, in most cases, than sawn planks would be. Under the superior consolidation to be derived from *double* well rolled out turns, I consider that spikes would certainly not be needed, and their absence would facilitate a reversal of the planks should that operation eventually become desirable.

8.—*With respect to Sleepers.*—I think, that in this case, all care should be taken to have this part of the roadway formed, not only of the soundest but also of the most durable timber; since well selected sleepers would probably out-last more than one set of planks.

9.—*As to the First Cost of Single Line Plank Roads.*—The roadways, formed of logs adzed level, and laid on sleepers, have been laid by contract in small patches, at 16s. (sixteen) per lineal yard. A similar roadway with a *double* out-turn,—*i.e.*, having two margins of broken stone, each 4 feet instead of 2 feet wide (as in No. 3 Plan and Section), can now be laid down for 20s. per lineal yard. How the application of locomotive steam saws would affect the matter of cost, I am unable to say; but there is little doubt that, with their assistance, a timber roadway could be much more quickly as well as more efficiently constructed. I do not think, however, that the cost of such works would be much diminished by their being undertaken on a larger scale, since the timber would have to be brought from greater distances, and less accessible places, in proportion to the quantity required.

10.—*Comparative view of Planked and Macadamized Roadways.*—I conceive, that macadamization, though admirably adapted to populous countries in which timber is scarce, is not so applicable to the roads of a thinly peopled colony. From the moment a macadamized road is completed, a series of minute repairs become necessary, which cannot at any time be neglected, without ultimate and serious loss. Moreover, such repairs require to be performed by an intelligent body of men trained to the work, or the money expended will be merely thrown away. Assuming that it is possible to collect and train such bodies of laborers, it is scarcely possible to retain them permanently under the excitements to change of life afforded by most newly settled countries. Repairs, therefore, are too frequently neglected altogether, or performed at long intervals only. What is done, is not *thoroughly done*; lateral drainage becomes interrupted, and a very costly and well constructed work may, in fact, be nearly destroyed in one wet season, by a neglect for which nobody can well be blamed.

It is further to be observed, that the long periods of drought to which this country is subject are highly unfavorable to macadamization, which cannot be efficiently performed unless sufficient moisture be present to consolidate the broken stone. Moreover, the heavy flooding rains which so often succeed long droughts are also unfavorable to this operation. At such times, unless large quantities of broken stone are used, it is swallowed in the mud. If, again, stone should be broken and left ready to be applied at the proper time, the deficient means of transport, and the uncertainty of procuring labor, will make it very difficult to insure that the proper season for spreading it shall be seized when it comes. After all is apparently completed, there will still exist a constant necessity for much attention and some skill. In short, without a well organized and costly system of superintendence, macadamization must everywhere prove a failure. With plank roads on the other hand, long droughts will be rather favorable to their construction; while the experience of the past season proves that such works need not be discontinued, nor much delayed by the wettest weather. As soon as any portion is laid down, the lateral drainage from it is perfect, and will remain perfect for years, or until, in fact, the roadway begins to decay. The repair is also simple; while the absence of all concussion is an element of durability which no skill and labor can provide to nearly the same extent upon a roadway of broken stone.

For the above reasons, I am inclined to think that, wherever timber is sufficiently abundant, it will be found a superior and economical covering for all clay soil, or swampy roads, upon which the gradient

gradient is not so steep as to render the woodwork too slippery for traffic. That its use may be probably still further extended with good economy, is not unlikely; but I think that the experiment should be, in the first instance, confined to localities where these conditions exist.

R. B. Dawson,
Esq.

R. B. DAWSON.

27 April, 1860.

Bowenfels.

APPENDIX B.

MEMORANDUM.—WESTERN ROAD.

REPORT upon the applicability to this line of a Metalled Roadway, twelve feet wide only, with a carefully sloped and drained earth track on either side.

1. The principal objections to a narrow line of hard road, whether of timber or metal, arise not from the amount of traffic over the Western Road, but from the mode adopted by the teamsters of putting enormous loads upon two-wheeled drays drawn by long strings of bullocks or horses. Upon this line the load carried over two-wheel tracks is seldom less than about 65 cwt., as follows:—The dray will weigh from 14 to 17 cwt., forage for the journey about 10 cwt., and the minimum load about 40 cwt. The whole is drawn by from five to six horses, or from ten to twelve, and sometimes fourteen bullocks. Of many similarly laden drays, all carrying sawn timber from Sydney to the Lachlan River, I stopped one, a few months since, to examine the "weigh bill." The gross weight on the two tire tracks was 4 tons 8 cwt.; and I have reason to believe that, in dry weather, such weights are frequently placed upon the road. In this case the width of tire was 2½ inches.

Weights such as these, over so narrow a surface, could hardly be supported by any earthen bank during continuous rains; and the metalled roadway would have to be gravelled and rolled to a nearly smooth surface, ere unshod oxen would travel on it, if the alternative of an earthen track lay before them, which would thus be used to a detrimental extent. Moreover, heavily laden drays in descending narrow roadways, laid upon slopes, would make constant, and most injurious, use of the earthen tracks, especially in wet weather. Upon all the hills it is daily to be seen that both drivers and their cattle invariably seek the softest track for descending wheels; and will often come down a hill with one wheel actually in the side drain, however deep and dangerous it may be. In truth, with the loads now carried, this course is almost a necessity, in order to save the backs or necks of the foot-sore and often weak or leg-weary shaft animals.

2. The unwieldy length of the teams is another difficulty in the way of narrow tracks, as forming an obstacle to exact driving. The only course which occurs to me, as likely to obviate some of the objections urged above, is to have the side track or tracks firmly barred against all continuous traffic by heavy transverse logs, placed at such intervals as would admit of one team passing another easily, but would yet force both on to the central track immediately after the passage. Here again, however, the enormous weight and strength of the teams is adverse to the improvement. No ordinary obstacle would prove a barrier. Even now experience shews that the heaviest logs placed to guard side drains or parapets will sooner or later be driven over, and more or less displaced.

3. Before a narrow metalled road of this kind—indeed before any extensive scheme of economical improvement—can be fairly carried out upon these roads, I think steps must be taken to limit the weights carried upon the present narrow tires. Broad wheels will undoubtedly be a great improvement; but should the Legislature insist stringently upon them, some decided and extensive improvement of the roads should precede, or at least accompany, their introduction. In a wet season, with roads as they now are, it would be very difficult to extricate a broad wheel from a deep mud-hole when the mire had once closed over the felloe. In Victoria, I am informed that this difficulty has been met by fastening thin boards or plates from felloe to felloe on both sides, so that the wheel, thus covered, becomes a hollow cylinder, but I have not been informed whether this plan has answered sufficiently well to have been generally adopted. In that province, I am assured that heavy teams have long been discarded, and the lighter American modes of conveyance adopted. A light cart with two or three horses at most is said to be the usual vehicle for "goods traffic." Such a system would facilitate the adoption either of narrow metalled roads, like those now under consideration, or of plank roads. The comparatively light cart, or wagon, could be confined to any prescribed route by inexpensive barriers, easily procured. A good road for such traffic could be economically constructed, and would slowly deteriorate; while the saving to carriers in forage, wear and tear, time and temper, would be incalculable.

Bowenfels, 17 September, 1857.

R. B. DAWSON, S. W. R.

TUESDAY, 8 MAY, 1860.

Present:—

MR. ROTTON, | MR. CLEMENTS,
MR. PARKES.

WILLIAM CUMMINGS, ESQ., IN THE CHAIR.

Mr. William Christopher Bennett, C.E., called in and examined:—

1005. *By the Chairman:* You are an officer in the Road Department? Yes, I am engineer to that department.

Mr. W. C.
Bennett, C.E.

1006. Are you a military engineer? No, I am a civil engineer and an associate of the institute.

8 May, 1860.

1007. Have you at any time been sent to inspect the Bathurst Road from the Nepean to Bathurst? Yes; I was instructed to go to Bathurst to inspect the Denison Bridge, which was then in danger, and on my route I was directed to examine into and make a short report upon the state of the road; and I reported accordingly.

1008. Have you that report with you? Yes, and I now produce it.

1009. In what year was this? In 1857.

1010. Did you make an examination of the road? I made only a cursory examination at that time, because the state of the Denison Bridge was the great object of my visit.

1011. Then, in consequence of some repairs being required to the Denison Bridge, you were instructed in 1857 to go and inspect it? Yes.

1012. That was your special mission? It was.

1013.

- Mr. W. C. Bennett, C.E.
- 8 May, 1860.
1013. And on your way you inspected the Bathurst Road? I did.
1014. On the occasion of that inspection in what state did you find it? It was in a very bad state.
1015. In what month of the year was this? In the month of September, 1857.
1016. Did you on that occasion take particular notice of any recent repairs that had been effected? I did.
1017. What did those repairs consist of? There were a great many patches of desultory repairs in different places. Those at Williams's Pinch, it strikes me, were about the most extensive; but there were no large repairs in any particular place, only a number of small repairs here and there.
1018. Were they of a permanent character? No, certainly not.
1019. Did the material used in the performance of these works come under your notice; if so, will you state to the Committee what it was? Different materials were used upon different parts of the road. A kind of igneous rock or gneiss was used near Hartley; on the mountain an iron sand stone was employed, and in some places a decomposed granite.
1020. Will you state when and on what part of the road the repairs were completed? Williams's Pinch was the only one that was perfect that I can remember. They were doing some repairs at Hartley; and there was also a plank road that had been executed by Captain Scott.
1021. That is the piece of road by what is known as "The Pilgrim"? Yes.
1022. Did you examine that portion of the road called the "New Soldier's Pinch," or did you travel by the line of the "Old Soldier's Pinch"? I think I went over both. I think I went by one line and returned by the other. I have been over both since, but I cannot be certain whether I did so on that occasion.
1023. I understand you to say that the repairs you took notice of were of a very slight nature? Yes, they were merely temporary repairs. It certainly struck me that they were not of a permanent character.
1024. Did you take notice of a piece of road at what is called Little Hartley? Yes, at that time that piece of road was being constructed.
1025. It was a piece of what is commonly known as "corduroy road?" No, it was not strictly a "corduroy road;" it was an adzed log road.
1026. Half the width of the road was laid down with saplings and the other half was macadamized? Yes; but in a corduroy road the saplings are laid down round in their natural form, but on this road the round surface was adzed off.
1027. Then one-half was laid with adzed logs? Yes, and the other half with stone.
1028. Have you any idea of what that piece of road cost per yard? As far as I can recollect it was 17s. per yard.
1029. Were you accompanied on that tour of inspection by the superintendent of the Western Road? I was; he returned, but did not go with me. I went up by the mail, as there was a pressing necessity for my visiting the Denison Bridge at once, and I rode back.
1030. Was there a large heap of burnt clay shewn to you, as being intended to be used for ballasting the road at Little Hartley? I do not recollect it.
1031. You recollect no remark being made to you in reference to that? No, none whatever.
1032. With respect to the making of this corduroy or adzed log road, do you consider that in making it they were experimentalising on the road; and is that a usual thing to do? Decidedly it was an experiment.
1033. And were these experiments authorized by the Government? That I do not know, for at that time I was not connected with the Road Department, but was employed upon the railway. It was only just after that that Captain Martindale got charge of the roads.
1034. The repairs that you then inspected, or that came under your notice upon that occasion, did you approve of them as having been properly done? Not as permanent works; but, under the circumstances that Mr. Dawson explained to me, they were, perhaps, as good as could have been done by him with the means at his disposal. His object was to keep the road open for traffic, and this was the instruction he had received; all that he was, therefore, trying to do was to repair the worst places so as not to let the road be shut up.
1035. Do you know what power was vested in him with regard to repairs? He had the usual control over the works. He was under the Colonial Architect at that time; but that officer never interfered with the details, with these exceptions, that Mr. Dawson was restricted from making contracts for more than £50 to one person at one time, and that he was not to employ overseers at more than a certain rate of wages—for which rate he could not get good and responsible men.
1036. Could you state to the Committee the number of men employed on the road at that time? No, I could not; as I have said, I was not then connected with the department.
1037. Had not Mr. Dawson full power and control over the funds for road purposes, and for the repair of the roads, so that he might use them how he liked and where he liked? Yes, with the two restrictions I have named, he had—that he was not allowed to give overseers more than a certain rate of wages, and was not permitted to give a higher contract than £50 to the same person at the same time.
1038. Did you inspect the road over Mount Lambie? I did.
1039. What state of repair did you find it in? It was in a dreadful state—all but impassable. I recollect that the mail could not go over it, and that we had to go round by Greenhatch's.
1040. Have you inspected that particular part of the road since? I have; but I would remind the Committee that, hitherto, I have given my answers solely with reference to my visit in 1857. Since then, however, I have made two official reports upon the state of the road.
1041. Then, in 1857, you say, Mount Lambie was in a very bad state? Yes, very bad.

1042. Did you, at that time, take notice of a large quantity of metal lying ready for use on the western edge of Mount Lambie? Not at that time. Mr. W. C. Bennett, C.E.
1043. How long afterwards was it that you saw it? When I went up the road on a tour of inspection with Captain Martindale, more than twelve months ago—about the end of 1858. 8 May, 1860.
1044. It was then you noticed this heap of metal? Yes.
1045. And what state was Mount Lambie in at that time? It was bad; but not so bad as it was in 1857.
1046. Do you recollect some large impassable holes in the centre of the road going down towards McNeilly's? Yes; there were some bad holes there.
1047. Were not the heap of stones that you saw in sight of this impassable portion of the road? I am not prepared to say that it was in sight; but it was not very far off. But, if you will permit me to say, Mr. Dawson gave me some good reason why he had not put the stones on that piece of road. What his reason was I do not now recollect; but I perfectly well remember suggesting that it would be as well to put the stones into those holes, and Mr. Dawson then gave, what I considered to be, a good reason for not having done so.
1048. You do not recollect what that reason was? I do not.
1049. Did he state for what purpose he had collected them? He may have done so; but I do not recollect what it was.
1050. Did he say what he was going to do with them? He must have done so, for, of course, that was his reason for not putting them in the holes.
1051. And that you do not recollect? I do not.
1052. There was, however, some reason given for keeping the metal? Yes.
1053. And that reason at the time appeared to you to be a valid one? I was satisfied with it at the time, because, if I had not been, I should have reported the circumstances to the head of my department, Captain Martindale. Not having done so I imagine his reasons must have been valid.
1054. Is it possible that your memory is so defective that you can remember seeing the heap of stones, and calling attention to it, and yet not remember the reason that was given for not using it? So it is; but if the Committee will but consider the very great number of little things of this kind that I have to deal with, and the utter impossibility of keeping them in mind for any length of time, they will see that there is good cause for my not being able to remember such a circumstance as this which happened so long ago.
1055. But you must confess that it does seem strange that you should have forgotten the reason given in such a striking case as this? It may; but I do not recollect the reason he gave, and the only cause I have for saying that the reason then given was a valid one, is, that instructions were not given for the stones to be used, as should have been done had I not been satisfied.
1056. However, Mount Lambie was in a very bad state of repair at that time? It was.
1057. And you are aware that there is plenty of metal for road purposes on the Mount? Yes, a great deal.
1058. I understood you to say, that in going up by the mail in 1857, you went round by the diverging line, to avoid Mount Lambie? Yes, by Greenhatch's.
1059. Did you inspect that line of road? I did.
1060. What was the state of the weather at that time? It was a very wet year.
1061. Was it not in consequence of the dreadful holes on the Mount that neither the mail nor teams could pass along that road? Certainly; it was in consequence of the state of the road.
1062. Have you been round the diverging line more than once? Yes, I have been along it five or six times.
1063. In wet weather? Yes.
1064. Will you describe the state of that piece of road in wet weather? Part of it is soft.
1065. What portion of this diverging line is affected in that manner? I should say about the half of it.
1066. Is it not completely boggy in wet weather? Yes; that is what I mean when I say it is soft.
1067. Is it possible to make a substantial road round that diverging line, unless at very great expense? The expense would be considerable, but not greater than it would cost to make a road over the hills, and when once made the cost of maintenance would be much less.
1068. Do you recollect the road by Thorpe's Pinch? I do.
1069. If it cost £2,600 a mile to make the road there, would it not cost much more to make the road round by Greenhatch's? I cannot say how much the road by Thorpe's Pinch cost, but I do not think that it was so much as £2,600 a mile. However, I can ascertain at the office what Thorpe's Pinch cost, and will let the Committee know.*
1070. Will you point out to the Committee what reason you have for saying that the road by Greenhatch's would not cost more to make than that by Thorpe's Pinch? I did not say that; the road by Greenhatch's would cost more; but what I said was, that I did not think that the Thorpe's Pinch road cost so much as £2,600, because I do not think it would require so much per mile to make the road by Greenhatch's.
1071. What, in your opinion, as an engineer, would be the probable expense per mile of making a permanent road over Mount Lambie? You mean the whole expense?
1072. Yes; of forming, draining, making culverts, metalling, and clearing? I should say that, with the metal, it would cost from 18s. to 20s. a yard, to make a really good road. But

* NOTE (by witness upon revision).—The contract for this portion of the road is one pound four shillings per yard forward, or £2,200 per mile.

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But after making this road, and going to all this expense, you would not have so good a road as that by Greenhatch's, because on Mount Lambie the gradients are so much heavier.

1073. Can you inform the Committee what is the difference in distance between the two roads—how much longer the one is than the other? No, I cannot do so from memory;* but in 1858 I was ordered to report upon this part of the road, and made plan and section of the diverging line by Piper's Flat.

1074. Supposing the diverging line to be adopted, and the road formed, where is the metal for it to be obtained? At different points along the line, at the bases of the hills.

1075. Have you examined that locality, for the purpose of seeing if metal was to be procured? No, I have not.

1076. You cannot, from your own knowledge, say that any is to be found? No, I cannot.

1077. How do you know that stone is to be found at the bases of the hills? From Mr. Dawson's report.

1078. Has it come to your knowledge, directly or indirectly, that a large quantity of stone has been reserved, for the purpose of being carted on to this new line of road? Decidedly not.

1079. Has it come within your knowledge that proper accounts have been kept, by the Superintendent of the Western Road, of the money that he has been authorized to expend, shewing how and where it has been expended? Before the passing of the Roads Act, the accounts were kept by the Superintendent in the form prescribed by the Colonial Architect, who was then at the head of this branch. This form did not give a detailed account of the expenditure; but I believe that Mr. Dawson, for his own information, did keep a detail of his expenditure.

1080. At what times was he ordered to furnish his accounts? Whenever payments were made. There were no abstracts of accounts sent in at that time. But I beg to say, that on this point I am only speaking from my impressions, as I had no connection with that department.

1081. Since this department has come under your notice, or been under your direction, how have payments been made—what I mean is, since the period of your taking charge under Captain Martindale, and upon the present contract system being entered into, has there not been a weekly or monthly abstract forwarded to you by the Superintendent, shewing how and where the money has been expended? Yes. Upon my coming into office that was the first thing that I wished to have done. My desire was, as far as possible, to localise the expenditure; that is, to have such a system adopted as that I could point to any particular part of the road and say, "From here to there so much has been expended." This has been done as far as possible at present; but there is always some expenditure that is incidental and cannot be localised, though the amount is gradually being reduced. This year, according to estimated cost of works, the amount of money not to be expended by public tender will be but £800.

1082. That amount is not contracted for? No. You will see in the papers a long list of advertisements calling for tenders.

1083. Previous to the adoption of the present mode of letting the work by contract, the repairs to the road were neither substantially nor properly done? Previously to Captain Martindale taking charge they were not.

1084. Are you aware when the first contracts were taken? Yes, last year.

1085. At what time? As soon as possible after the Estimates were passed by the Parliament.

1086. Then up to that time you conceive that the work performed on the road was of a very slight and unsatisfactory character? No, I do not say that; because there was a sort of interval between the giving up of the old and the adoption of the new or contract system, during which we introduced a system of task-work, which was certainly a step in advance.

1087. What did that system comprise? It consisted of letting out repairs by the piece or by task-work. It was in fact contract without advertisement or tender.

1088. Then under that system the road superintendent had power to let portions of the road without calling for tenders? To a certain amount he had.

1089. And that is what you call the task-work system? Yes.

1090. I should rather call it contract work by private tender? Yes, it was; but it is a system known in the profession as task-work.

1091. *By Mr. Rotton:* What office do you hold under the Government? I am Engineer for Roads, and have charge of the roads and bridges of the Colony, under Captain Martindale.

1092. That is of the Main Trunk Roads? Yes, and of some other roads. We have also charge of the bridges on other roads; for, though that does not properly come under our department, we are generally called on to make the plans and specifications and superintend the work.

1093. Did you hold the office of Engineer of Roads in 1857, at the time you refer to as having visited the Western Road? No. The office was not then in existence. It was only called into being by the Main Roads Act.

1094. What was the reason for sending you to examine this road in 1857? The reason was, that the Denison Bridge went down considerably at one end, and Captain Martindale was asked to send some one from his department to examine. It happened that there was just then no one else available, and I was taken from my work on the railway and sent up to see what repairs were necessary to be done to the bridge. Mr. Hay, who then had charge of the Department of Lands and Works, thought it desirable that, as I was going up there, I should examine into, and report upon the state of the Western Road, as from being a professional man, I might be able to offer some serviceable suggestions.

1095.

* NOTE (*by witness upon revision*).—I find there is about a quarter of a mile difference—the new road is the longest.

1095. And you did furnish a report? I did.
1096. What was the general character of that report? It describes the state of the road, and the repairs that were being made upon it; it states that the money allocated by Parliament was utterly insufficient to effect the necessary repairs; it suggests that the mode of doing the repairs should be altered; and shews that the state of the road had arisen from causes beyond the control of the superintendent.
1097. Does it in any way allude to Mr. Dawson's management in making the repairs? No, it states that the badness of the road arose from causes beyond his control.
1098. It passes no opinion upon Mr. Dawson's superintendence? No.*
1099. Did you form any opinion respecting that gentleman? Yes. I found him to be a very active officer, and, for an unprofessional man, a very efficient one; his whole soul seemed to be in his work.
1100. *By the Chairman*: Is that the report of your first trip up the Western Road? Yes.
1101. And did you come to that decided opinion in reference to Mr. Dawson's efficiency, by that one interview you had with him? I gave this as being so far I could form an opinion. Mr. Whitton, to whom I reported, knew the circumstances under which the report was made, and would of course take my opinion *quantum valeat*.
1102. *By Mr. Rotton*: Several witnesses have been examined by this Committee, as to the state of the road and character of the repairs made on it, and some have expressed their opinions pretty freely as to the ability of Mr. Dawson, the superintendent, to manage those repairs; and, I believe, in consequence of this evidence having come to Mr. Dawson's knowledge, that gentleman has written a letter to this Committee, requesting us to procure from you a report upon the state of the Western Road, made by you in 1857. He says that he is not aware of the character of that report, as he has never been furnished with a copy of it, but he is desirous that it should be before the Committee, as he conceives that it will afford us some information upon the subject of our inquiry. Perhaps you will be good enough to state whether that report embodies your impressions at the time? Yes, it was only made from what I saw then, and the impressions then made on my mind.
1103. You have that report with you? I have.
1104. Have you any objection to hand it in? None whatever. (*Report handed in. Vide Appendix A.*)
1105. This report was made previous to your appointment as Engineer of Roads, and previous to the passing of the Main Roads Act? It was.
1106. The management of the Western Road was at that time entirely under the control of Mr. Dawson? Yes, with the two restrictions I have named, which restrictions, I conceive, very much affected his arrangements.
1107. You consider that his hands were tied up by those restrictions? I do; as by those restrictions he could not properly carry out any system effectively.
1108. You have made a subsequent inspection and report upon this road? Yes, I have twice reported upon it since.
1109. Will you hand them in? With much pleasure. (*Report of 7th April, 1858, handed in. Vide Appendix B.*)
1110. What is your opinion of Mr. Dawson's management of the roads previous to the alteration of the system, taking into account the way in which he was restricted? I think that he was not to blame for the state into which the road had got, and that the restrictions tied up his hands so that it was impossible for him to act judiciously upon any system. He was restricted in the amount of wages to be paid to his overseers, and also in the amount of contracts he was allowed to accept, and this prevented him from setting good men as overseers, or really responsible men as contractors. Then again he was supplied with funds very irregularly, and then only in very small amounts.
1111. In addition to this you think that the funds placed at his disposal were insufficient? Yes, and they were given to him at no regular periods. It frequently happened that he got the money voted for the roads at a time when all the good weather had passed, and when the season for effecting repairs with advantage had gone over. And the Committee are, no doubt, aware that £1 spent on the roads in good weather is better than £5 laid on them in bad.
1112. *By the Chairman*: Are you speaking of the time when the repairs were carried on by Mr. Dawson, antecedent to the passing of the Road Act? Yes, previous to my being in office under that Act.
1113. And who furnished you with the information you have now given to this Committee; Mr. Dawson.
1114. *By Mr. Rotton*: But I understood you to say that you had inspected the road? Yes, I did so.
1115. Then to what information do you allude when you say that it was furnished by Mr. Dawson? To the mode of payment, and the way in which Mr. Dawson's hands were tied.
1116. *By the Chairman*: I understood you to say that you were not aware what number of men were employed on this road? I am not aware.
1117. Then you cannot say whether there was any deficiency in the superintendence that the works required? There was no deficiency of that kind, for the defect that struck me was, that there were too many overseers employed. I can speak as to the number and the character of the overseers, and can say that they were certainly not men all fitted for their work, and that there were too many of them.
1118. Did it come under your notice that there were nearly as many overseers employed as there were men? Yes, and that was one of the things I objected to in the system when I recommended its alteration.
1119. Had not Mr. Dawson the power of himself remodelling the system if there was anything wrong in it—or was he compelled by the authorities to keep up this surplus staff of overseers?

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overseers? I do not think that there was exactly a surplus staff of overseers, because, from the character of the system followed, small parties of two or three men were sent here and there on the road, and he was obliged to send an overseer with each party. This, of course, compelled him to keep more overseers than he would otherwise have required. As soon as there was a hole in the road there would be an outcry about it, and he would be called upon to repair it. He would send off a couple of men, perhaps, to do the work, and then had to send an overseer with them. These men received only a shilling a day or so more than the other men, and were called working overseers, as they were expected to work as well as the men. Of course they never did; but instead of working, I should think, often kept the men from work by getting them into conversation.

1120. *By Mr. Rotton:* At the time you inspected the road in 1857, did you take notice of many deviations from the main line of road which were being repaired to render them passable? I did.

1121. Did you consider those repairs to be judicious? No, I did not; and I expressed my opinion very strongly against them to Mr. Dawson. He urged the necessity of having some road passable; but I gave a very strong opinion against expending anything except on the main line of road. He was in favor of keeping a road open for the traffic somewhere; but I told him that it was throwing money away to expend it on any other than main roads.

1122. Did he give you any reason for acting in this way? Yes; he said that he was doing it in compliance with instructions he had received to keep the road open.

1123. Why were these deviations made, and in what respect were they in compliance with instructions? The main road itself was impassable; and these deviations were made to keep open the traffic. Mr. Dawson states to me that at some of these places the road was so utterly impassable that it was necessary to make a track for the traffic whilst those portions of the main road were being repaired.

1124. Was it because the repairs on those portions of the line were hopeless unless effectually done? Yes; at Blackman's Gap, for instance, it would have been useless to do anything until the road could be done thoroughly. There were several other places the same, amongst them Springwood, and beyond Durack's, at Redbank.

1125. Then they were made to facilitate the traffic, to make a way for the people to avoid the places that were impassable? Yes, it was a matter of expediency, but I differed on the question of its advisability.

1126. *By the Chairman:* You have mentioned Blackman's Gap, allow me to ask you how long Mr. Dawson had had charge of that part of the road before you visited it? I believe about eighteen months.

1127. Had he had sufficient time, during the eighteen months he had charge, to repair the road at Blackman's Gap? He had the time, but not the money.

1128. Would not the money spent by him on the diverging line have been sufficient to have repaired the road itself? No, I think not.

1129. At all events it would have helped materially? Yes, no doubt; but it would have been quite inadequate to make the road passable.

1130. You cannot say what the diverging line that was made from the commencement of Hassan's Walls cost? No, I cannot.

1131. From what you have seen of that divergence, and the knowledge you have of the expense incurred in similar works, what in your opinion must that diverging line have cost? I cannot form the least idea. It would be impossible to form any estimate of the cost of works upon such a line, because repairs may be effected, and then the first heavy thunderstorm will obliterate all traces of them.

1132. You found fault, I believe, with the way in which Mr. Dawson was expending the public money? I found fault with the principle upon which he was doing it; but, as he explained to me, he was induced to these expedients in his anxiety to obey instructions and to keep the road open.

1133. Did he receive instructions to make these divergencies, or was he directed to expend the money on the main road? He certainly was not instructed to make these diverging roads; but he was ordered to keep the road open for traffic, and he regarded these divergencies as part of the main road.

1134. Was it not at his own will and pleasure that he made them,—without any instructions from head quarters? Well, I believe it was.

1135. In case these contracts now advertised for should not be taken up, is it your opinion that the Government would act rightly by sending men upon the line to put it in repair? Under what system?

1136. Under proper superintendence? By day-work?

1137. Yes, by day-work? I set my face against day-work in any shape; and for task-work the superintendence we can get is not sufficiently good. The contract system is decidedly the best that we can have. I was at one time an advocate for the task-work system, and that system was introduced by me when I was first appointed to my present office, but I found it did not work as I had anticipated, and I have since become a convert to the contract system.

1138. *By Mr. Rotton:* Nearly all the evidence you have given to us concerning the roads, has relation to a period up to about the end of 1857, or previous to the alteration of system consequent upon the passing of the Main Roads Act? It has.

1139. I think I gather from this evidence, that the system of road-making previous to this change of system was altogether very bad, and that the means placed at the disposal of those who had the control of the works were too limited? Yes, that is my impression.

1140. Since then there has been a complete alteration of system? Yes, it has been altered *in toto*.

1141. Do you find that the present system is working much better? Yes, very much better, but I do not think you can fairly judge of what the system will be by what it is now; for it has not yet had a fair trial, though it has been in partial operation for about a year. Mr. W. C. Bennett, C.E.
1142. Do you think that sufficient means are placed at your disposal even under the present system? In what respect? 8 May, 1860.
1143. Do you think that the money voted annually by Parliament is sufficient? No, not at all. It is quite inadequate to the work.
1144. You are acquainted with the other main roads of the Colony? Yes, perfectly.
1145. What is the state of the Western Road, in comparison with the Northern and Southern Roads? It is in a much worse state, and there are far less facilities existing on it for road-making.
1146. In consequence of its state being so much worse, and the facilities for road-making not being so great upon the Western as upon the Northern and Southern Roads, do you not consider that a very much larger sum of money should be voted for the repair of the Western than of the other two main roads? To keep the Western Road in repair it would be necessary that a larger sum should be expended upon the Western than upon the Northern or Southern Road, that is per mile, because the Southern Road is much longer.
1147. How much per mile do you think would be a sufficient sum to make a really good road between Penrith and Bathurst? The first section between Penrith and Hartley would be the most expensive; and the difficulty and expense would be so great that I am of opinion that the most economical thing would be to make a railway. There is not much material on that part of the line for making a good road, and plank roads are out of the question. The Committee may think it strange that I should say this, because I have recommended the formation of plank roads on this line, but latterly I have altered my opinion on this point, because I have seen them in Victoria, where they have proved an entire failure.
1148. When you say that the difficulty and expense of making roads at all over these mountains would be so very great, you allude not only to the cost of first construction, but also to the cost of maintaining them, and that taking these two together you conceive that it would be the cheapest plan in the end to construct a railroad? Yes; but I would wish my answer to be qualified by my want of knowledge as to the approximate cost of a railroad; but, altogether independent of the consideration of the saving of time, and increased facilities for traffic, I do think that it would be cheapest to make a railroad, and to me it seems almost extravagant to attempt to keep this line in repair as a macadamized road.
1149. Can you recommend any system of road-making which would answer for making a really good road on what is known as the mountains—such a road as would be permanent and lasting? No; not through the mountains, and we are not attempting anything of the kind. The system we are now adopting is metalling the worst pinches on the line, and leaving the teams to pull through the sandy places.
1150. Can you give any recommendation as to what is best to be done to make a really good road; or, in other words, what kind of road do you conceive would be the best? The Macadam road next to a railroad.
1151. Is there any metal at all on the mountains, between the top of Lapstone Hill and Little Hartley, which would really be fit to metal the roads with? I have no doubt that by long cartage you would be able to get enough to metal it through, but it would be very expensive to maintain.
1152. Could no metal then be got on the mountains? For the centre parts you might cart some from the ends, but when the ends were denuded you would have to cart it up from the plains below for the extremities of the road, and that would be a very expensive plan, and one that I would not be prepared to recommend.
1153. Can you state what the whole road would cost on the average per mile to put it in a perfect state throughout? I have attached to my report of 1858 a detailed estimate shewing what each mile of the road would cost, and by that estimate it would appear that the gross amount would be somewhere about £162,000.
1154. Is that for the whole length? Yes; from Parramatta to Bathurst.
1155. Have you any objection to hand in that estimate to the Committee? I have not; but I give it in with this modification, that my views as to plank roads have been altered from my knowledge of their failure in Victoria, where I have seen them in use. (*Estimate handed in. Vide Appendix C.*)
1156. Since the alteration in the system of the management of the roads, do you find that alteration work satisfactorily on the whole? Yes; as far as our office goes it certainly does.
1157. But with regard to the works themselves? Yes. There is a very great improvement both in the character of the works and in their cost.
1158. You are acquainted with Mr. Dawson? I am.
1159. Do you consider him a fit and competent person to hold office under the present system? I have expressed my opinion in writing as regards Mr. Dawson, and that opinion is to the effect that he has now had considerable experience, that he is a man of unimpeachable integrity, and that, until we can get for the same salary a professional man of equally high character to take his place, he is the best man we can have for the office.
1160. Captain Martindale, in the evidence he has given before this Committee, says, "Mr. Dawson has acquired a considerable amount of experience in the construction of the road, and is now competent to see the works carried out under the present system. I think it is very necessary that we should have men to superintend these works who will not enter into collusion with the contractors, and allow them to 'scamp' their work; and Mr. Dawson I believe to be a thoroughly honest and upright man"—do you concur in that opinion? I do. I believe him to be competent, and to be the best man we could get for the money he receives.

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1161. Does he give satisfaction to the department? He does.
1162. There have been some complaints made that there are too many overseers employed upon the line at present—do you consider that there are too many? I do not think that we could do with less. It would be desirable to do with less if we could; but when you want men at any particular part of the year it is necessary to employ them all the year through, or you will not get them when they are required; and the main point is to secure honest and trustworthy men, and this is the only way to do it. A certain amount of surveillance cannot be done without at particular times, and to secure good men they must be retained on pay, even though their services may not occasionally be required.
1163. Do you think that, with the length of road that Mr. Dawson has charge of—from Penrith to Bathurst—he could, without the assistance of overseers, properly inspect the works? No; not with a system of small contracts such as that which is now followed, when thirty or so small contracts are given out for one portion of the road only. When the system comes to be more developed we may, perhaps, be able to dispense with much of this supervision; but at present it would not be safe to do so, because there is metal to be measured, and work to be looked after. I conceive that our superintendence is for the present minimised.
1164. There are none of the overseers, however, that can be dispensed with? No, not with advantage.
1165. Mr. Brown, a resident of Hartley, and a gentleman who at one time had charge of this road under former Governments, in giving evidence before this Committee, has said that the money expended on the road “Has been wasted, as far as my judgment goes, “making bye-roads where there was no occasion for them; that no regular system of road-making was adopted, but that they have just been trying experiments, and wasting the “money”; and that, “As much money was expended on these bye-roads as would have “made the main road good”—you do not concur in that opinion? I do not.
1166. You believe that the superintendence is not expensive, and that it is not faulty? I do.
1167. Mr. Brown was also asked, “Do you think that the superintendent and one overseer, “if they did their duty, could attend to the whole of that road under the present contract “system”? And to this he replied, “I think the superintendent ought to do it alone”—now do you think that he could do so? Not effectually—I am sure he could not. He might do it part of the year, when there is not much work going on. For the last four months, for instance, there has not been much work doing; but we cannot discharge our overseers, because it would not do for us, in the busy time, to have to take on casual men on whom we could not place implicit reliance.
1168. With regard to the deviation round Mount Lambie to the Solitary Creek, do you consider that to be a judicious deviation? The Committee will see by my Report that I have recommended the Piper’s Flat deviation; but as it was not considered advisable to make so great a deviation as this would have been, I consider the Solitary Creek to be the next best.
1169. Can you state what rise is saved by going round by the Solitary Creek? I should say there is about 300 feet of ascent and descent that is saved by going round.
1170. The deviation then is comparatively level? It is.
1171. Mount Lambie, I believe, is the most severe ascent on the Western line of road? Yes; it is the highest summit between Sydney and Bathurst.
1172. Would it not, to your mind, be against all principle to construct a road up a hill like Mount Lambie when you might make almost a level road to avoid the hill that would be but very little longer? Yes; but then, in the infant state of a Colony, road-making is a very different thing from what it afterwards becomes. In the early days of a Colony expense is a matter of great consideration, and that is not of so much importance now. Where a bog exists it is impassable without the expenditure of money, and then, of course it is an advantage to go over the hills where the road is sounder. That was the case, I presume, formerly; now, however, that we have funds, we find it better to fill in the bogs and avoid the hills.
1173. You have been round that deviation? I have.
1174. Is not the land in the vicinity good, and available for farming purposes? Yes; there is some very rich land there.
1175. And what is the character of the land on Mount Lambie? It is stony and worthless.
1176. Not fit for cultivation? No; it is too steep.
1177. So that, by carrying the road round by that deviation, we shall, in some measure, tend to open up available country? Yes.
1178. Then, altogether, you consider it to be a judicious deviation? If I had not I should not have recommended it.
1179. And, if once it is made, you consider that it may be maintained at less cost than the road over Mount Lambie? Yes; in this climate it may be maintained at one-fourth of the cost of the mountain road.
1180. There is a part of Mount Lambie, a very considerable portion of it, which is very much in the shade throughout the year, and to which the sun scarcely ever gets in the winter season? Yes; particularly on the southern ascent.
1181. Whilst the road on the other side would be always open? Yes; with some clearing.
1182. In consequence of the stony nature of the soil, would it not be difficult to properly drain the Mount Lambie road? Yes; there would be a difficulty in maintaining the drains. They would soon get filled up, as the strata is very impermeable, from being composed mainly of red clay; the road would soon become saturated and impassable.
1183. Then it would be difficult to properly drain the road without widening the roadway in the first instance, which would be a great expense; and next, without making a great number of cross drains? It would.
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1184. And this difficulty would be avoided on the deviation? Yes; ordinary drains, with culverts at stated intervals, would maintain the road; but, upon Mount Lambie, the culverts would have to be at much shorter intervals. Mr. W. C. Bennett, C.E.
1185. Is not the metal, generally, procurable on the mountains, of a bad character? Some of it is; but near Macneilly's there is some hard trap that makes very good road metal. 8 May, 1860.
1186. *By Mr. Clements*: Did I understand you to say that good metal is obtainable on the Blue Mountains? Not good metal; but there is an ironstone that is obtainable which will serve the purpose.
1187. That is a very inferior kind of stone for road metal? Yes; it requires a great deal more attention.
1188. And, in consequence of its being of inferior quality, it requires that more of it shall be laid on the road? Yes.
1189. It also requires more frequent renewing? Yes.
1190. And, from your observation, it has always been an expensive matter to keep a road metalled with it in proper repair? Yes.
1191. Have you made any calculation of the relative cost of forming and making a road with that metal, and of making an adzed log road? No, I have not; but I should say that there would be very little difference, because you would have to renew your adzed log road in five years.
1192. Do the same objections exist in your mind against an adzed log road, as you have stated to exist against a plank road? To some extent they do.
1193. The log road would not be so costly as the plank one? If there was not much of it it would not be; but, if there was much of it, it would, because then it would pay you to get a saw mill and saw your planks, which could then be turned out cheaper than the adzed logs. But then, under those circumstances, the cheapest road in the long run would be a railway.
1194. You think that would be cheapest if there were much of the log road to make? Decidedly; and I say this totally irrespective of the advantages and facilities to traffic, and, looking at the capitalising of the cost of carriage, I have no doubt that, after a lapse of years, the construction and maintenance of a railroad would be *absolutely* cheaper in figures than that of an ordinary Macadam road properly made and maintained.
1195. Have you had any experience in tramways—those with the broad flanged rails? Yes; I have seen some of them at work at the Dalky quarries.
1196. Do you approve of them? Not for ordinary traffic.
1197. Had not Mr. Dawson considerable latitude allowed him in the way of trying experiments? He had.
1198. Were not his experiments rendered necessary by the very poor material that he had at hand, as well as to the want of any general system at that time? You cannot have a general system upon this road. Where you have good material, and abundance of it, you may work upon a general system; but, where material is not to be had, the case is different. Taking this into account, and looking at the small means at his disposal, I think his experiments were rather praiseworthy than otherwise.
1199. Is he now allowed to pursue his own plans, or is he confined to a system? He is not allowed to try any experiments now. The plan adopted is, that I go over the road with him, or, perhaps, Captain Martindale goes; and where there are places requiring repair, arrangements are made as to the best means of effecting them; and then plans are prepared and contracts called for.
1200. Is he still limited to the amount he may expend per month? No. We should be glad if we could get all the work for which Parliament grants us money executed in a month.
1201. Does it now rest with him whether repairs are pushed forward or retarded? No; under our present system of contract it rests with the contractor. But then there is always some delay in our office after the money has been voted, on account of the contract system, in preparing specifications, and then in calling for tenders. Hitherto there has been more delay than there will be in future, between the time of the authorization of the work and the calling for tenders, because the system has barely yet got into fair work. There must, however, be a delay between the time of calling for tenders and that of letting the works—that delay is inevitable.
1202. But there is no positive limit to the amount of tender by one person, if the money be found? No; we are only limited in so far as the vote of Parliament extends. When a work is let, we are only too glad when the contractor gets through his work quickly.
1203. There is, I believe, a great deal of difference in the quality of the road material obtainable on the mountains, and that which is procurable on the portion of road lying beyond the mountains? Yes. On the western section of the road there is good material to be had everywhere. With respect to making the road over the mountains there is this also to be said—that besides the disadvantages that will attend making it, if a railway be constructed from Sydney to Bathurst the mountain road will be useless, for it will never be travelled. It is different with the road between Hartley and Bathurst; because even with a railway running between the two, the road will be valuable as a parish road for local purposes.
1204. Then, until the railway should be determined on, you would not recommend the spending of any great sum of money on the mountain road? No. I would not recommend doing more than is now being done; that is, making good the pinches, and allowing the teams to drag through the sand.
1205. Would it not be advisable to have a few men, with horses and carts, to go along the line and repair the worst places? No, I would not advise commencing anything of the kind; because if once begun, there is no knowing where it will end. If there be bad spots, let

Mr. W. C. Bennett, C.E. let specifications of the repairs be made, and let them be contracted for in small tenders; or what would be nearly the same thing,—an estimate of the probable cost might be made, and then they could be let out in small tasks, at a fixed sum, to working men.

May, 1860.

1206. How often is the superintendent expected personally to inspect the works on the road? There is no fixed time for his inspection, but he is expected to do it as often as he may consider necessary. We cannot assume any fixed time for his visits, because he has a considerable amount of office work to do.

1207. But it is his duty to inspect the line frequently? Yes; he should do so, at all events, once a fortnight.

1208. *By Mr. Rotton:* With reference to the system of tramroads, could you recommend the adoption of any such system upon any part of this line? No, I could not. They have never been approved for general traffic. I was engaged in a project for something of the kind in South America—it being proposed to form a tramway from Houda to Bögötä. Before commencing the work Mr. Stevenson was consulted about it, and his opinion went completely against the adoption of anything of the kind for general traffic. For ordinary traffic, there is nothing like the common macadamized road, or a railway.

1209. And you do not approve of log or plank roads? I do not, though at one time I was an advocate for them.

1210. Do you not think that there are many places on the mountain road—many sandy spots—over which a squared log or plank road would necessarily be the best? No; if you must have a road, let it be either a Macadam or a rail road.

1211. Putting railroads out of the question—would not the sand swallow up any amount of metal you could lay down on it? Not necessarily. You could prevent that by putting down a thick coat of clay on the sand, and then the metal on the top of that.

1212. You, however, would prefer a railroad to any other kind of road? Decidedly.

1213. You conceive the would be cheaper in the end? Yes.

1214. And would last longer? Yes.

1215. Have any complaints been made to you, or to your office, in reference to Mr. Dawson? Very many have been made to the office, but not to me.

1216. Would complaints against him come through you? No; through Captain Martindale, as the head of the department.

1217. Then you do not know what those complaints are? Yes, they come to me, through Captain Martindale. They go to him first, and he hands them over to me.

1218. Have any complaints been made that Mr. Dawson has employed horses and carts of his own on the line? Such complaints have, I believe, been made, but before my time.

1219. Has any investigation been made into that charge? That I do not know.

1220. Have you found any difficulty in getting the contracts taken up? Yes, last year we had. When we first called for tenders we only got some two or three contracts let. Finding this, further measures were taken, and we got all the contracts let.

1221. Then you find no difficulty now? No, nor did we then, because the second time of advertising we let them all.

1222. Have you heard the road contractors make any complaints of the want of labor? Yes, Boland has complained that he cannot get men; but the overseer has told me that he could have got plenty of men, if he had given the price they asked. The only reason he cannot get men is that he offers too low wages.

1223. What wages does he give? I do not know.

1224. Has there, since you have had anything to do with the roads, been found any difficulty in procuring labor? Yes, there has been a difficulty about labor on the Blue Mountains; but the difficulty has not been so much the want of sufficient labor, as in the finding accommodation for the men, such as tents and water. The men come and engage readily enough, but they will not remain, because of this want of accommodation. And this I conceive to be one of the great advantages of the contract system, because under a system of day-labor there is an endless variety of expenses over which the Government cannot possibly have any control.

1225. *By Mr. Clements:* Do you think that ironstone is a proper name by which to describe the particular kind of stone used on the mountains for road metal? No, it is not ironstone. It is what I would call a ferruginous sandstone.

1226. It is not an ironstone from which ore is obtainable? No; it is a sandstone discolored with the oxide of iron.

1227. *By the Chairman:* As to the diverging line at Mount Lambic to the Solitary Creek—allow me to ask you how many bridges will be required on that line, and what will be the probable cost of allowing the water to flow away from the swamps over which the road will have to pass? I cannot say from memory, but by a reference to the papers in our office I could tell you the cost and the number of culverts. I think, however, that the plans shew that only five small culverts are required.*

1228. Will you state what width of swamp this road will pass over—swamps that must contain a large quantity of water? If you mean the distance the road will have to pass over swampy land, I should say that about one-half the distance is swampy.

1229. And there is a difficulty in crossing them in wet weather? Swamps are always difficult to cross at that time.

1230. Was in wet weather that you inspected this line? † No, it was in the summer.

1231.

* NOTE (by witness upon revision).—One bridge will be required, and several culverts.

† NOTE (by witness upon revision).—It strikes me that the word "last" is omitted between "you" and "inspected." My answer applies only to question so amended.

1231. Is there a sound bottom to these swamps, such as would be capable of supporting a roadway? Of course an artificial substratum must be made to support the roadway.
1232. And this will have to be done over half the length of the line? Yes, over about half.
1233. If this road has to be made, you will first have to make a bottom with timber or stone—the road must be ballasted? Yes, it must.
1234. With timber or stone? With stone or brushwood, or perhaps with both.
1235. Then in order to procure stone for the work, must it not be carted a distance of from one to four miles—must it not be carted from the end of Mount Lambie? It will not have to be carted so far as four miles. The valley is not so wide as that, and the greatest distance you would have to cart would be half the width of the valley, because there is plenty of stone at the bases of all the hills which border the valley.
1236. If it is procured on the east side, you would have to break it by employing men to do so? Yes, in the ordinary way.
1237. Cannot abundance of stone suitable, without breaking, for metalling the road, be procured at the foot of Mount Lambie by screening it out of the alluvial soil? It may be.
1238. Are there not hundreds of tons lying at the western end of Mount Lambie only requiring to be collected? Yes.
1239. And any quantity may be obtained by screening? Yes.
1240. After this projected line has been opened, will not stone have to be carted from the foot of Mount Lambie to macadamize it? It will have to be carted from the base of the Honeysuckle Range, but no further.
1241. What is the greatest distance that stone will have to be carted? About half the width of the valley, from the base of the range to the road.
1242. What distance is that? It will not exceed half-a-mile.
1243. Can stone fit for metalling be procured on the north side of Mount Lambie*? No; no good stone has been discovered there.†
1244. Are you sure of that? I should imagine so.
1245. Have you searched for it? No; it is not from actual inspection that I say so, but from the character of the country. I should infer that good stone was not‡ to be obtained.
1246. *By Mr. Parkes*: Is the country across the valley now practicable for cartage? Yes; it is rather soft in places, but the drays go that road.
1247. There is no serious impediment to the formation of a road there? No.
1248. And in dry seasons it is quite practicable now? It is.
1249. *By Mr. Rotton*: Are you not in fact aware that in fine weather, when the land is dry, all the traffic to Bathurst at present goes that way, and that drays carrying two and three tons continually go that track? Yes, I am.
1250. They prefer that road? Yes.
1251. As being the easiest and the best? Yes.
1252. *By the Chairman*: Previous to the late rains, and since the holes have been filled up on Mount Lambie, have there been any laden drays up the Solitary Creek track? That I cannot say.
1253. How long is it since you were there? I visited the spot in January last.
1254. In any sort of moist weather is it not impossible for a laden dray to go round that track? I cannot say; I went round there in a very wet season by the mail.
1255. At all events, in wet weather it would be impossible for the contractors to cart their stones across the swamps? They would have to select fine weather for doing this work.
1256. Let me ask you, whether it would not be quite easy to make culverts, and to cut drains on the road across Mount Lambie—would there be any difficulty about it? The difficulty would be in the matter of money; with plenty of money there would be no difficulty about doing the work.
1257. And there is abundance of metal all along the line and on the spot? Yes.
1258. I understood you to say, that the road across Mount Lambie was adopted in consequence of the want of money, at a time when the Colony had no money to lay out upon road-making? Yes.
1259. Are you aware that that road was made by prison labor? I am.
1260. And that consequently no money was required, though there was at the time an abundant Treasury, and the Colony was sending thousands home to England to pay for the importation of immigrants? I am not aware of all the circumstances you speak of; but in what I said my remarks were general, and were meant to convey this:—that in laying out roads different principles should actuate a community when they have reached an advanced stage to those which actuated them in their earlier career. A young country, with only a small amount of funds at its disposal, will make its roads on the sound ground of the hills, mounting by the most available gradients, to where a road is passable without any considerable outlay. When it is older and more flourishing, it looks to directness and the avoidance of inconvenient gradients, without regard to the expense entailed.
1261. And that you conceive to have been the reason why the road over Mount Lambie was selected? I do.
1262. Are you aware that Sir Thomas Mitchell selected that route, as being much sounder and better than that by Piper's Flat? I am not, but I should infer it on the principle I have stated.
- 1263.

* NOTE (by witness upon revision).—My answer to this question, applies only to a question put in this form—"Do you not know that no stone fit for metalling can be procured on the north side of "Mount Lambie"?"

† NOTE (corrected by witness upon revision).—"I think good stone will be discovered there."

‡ NOTE (corrected by witness upon revision).—Omitting "not".

Mr. W. C. Bennett, C.E. 1263. You say that the soundest portion of a country ought to be selected for a road, when there is not money enough to make one elsewhere? Yes.

1264. *By Mr. Rotton*: Are you still of opinion, that the divergence at the Solitary Creek is the more preferable line of the two? Yes, decidedly.

8 May, 1860. 1265. From what cause? From its manifest superiority.

1266. Even though you have to ballast it through half its length? Yes; but you must remember that the first outlay in that case will be the last, and that the cost of maintenance will be very small.

APPENDIX A.

*Cross Roads, Liverpool,
September 14, 1857.*

Sir,

In continuation of my Report of this day relative to the Western Road, I have to state for the further information of the Chief Commissioner, that—

The road from Emu Ferry to the foot of Lapstone Hill, a distance of 1½ miles, is wide, direct, and nearly level, through cuttings averaging 6 to 8 feet in depth. From inattention to the maintenance of drainage, and neglect of timely repair, the original surface of the road has been worn away, and the present track is chiefly over oviform boulders 9 inches by 5, scattered through a sandy clay; in bad weather, full of sloughs and pools of water. There is no timber near this portion of the road.

From the base to the summit of Lapstone Hill, about 1½ miles, the road winds in steep ascent up the southern flank of a ravine; the surface is rough, rocky, and waterworn, but is now being repaired with a hard red sandstone; the drainage is not so defective as on the flats, but further provision is required for intercepting the flow of the flood waters falling on the surface of the road above.

From the summit of Lapstone to near the tollbar at Springwood, a distance of about 6 miles, is a gentle ascent through a stiff clay country; good road material scarce, and timber abundant, and suitable for a plank road. The present surface is in very bad order, full of sloughs and impassable in many places; where lateral bush tracks have been cleared for the traffic, those tracks soon get out up, when it becomes necessary to clear others. The lower portion of this road has been lately repaired with ironstone, and several pieces of timber road, of various construction, have been laid down, viz., about 1,000 yards of corduroy, 100 yards of plank, and 450 yards of log road.

The corduroy road has been a failure, the timber was not of uniform size, and not laid on sleepers; and though now nearly all metalled over, is still very rough. The plank road, near Wascoe's, has been two years made; it is 21 feet wide, and over a marshy flat, has no perceptible lateral or longitudinal inclination. The timber (stringybark, mahogany, and gum) is nearly as good as when laid down. I understand there are four rows of longitudinal sleepers, the planks are 5 to 7 inches wide, and 3 inches thick, spiked to the sleepers. It cost £5 per lineal yard; but its price is no criterion for the expense of a plank road now to be constructed on a judicious plan.

The adzed log road has all been made by Mr. Dawson; some is now being executed by contract at 16s. per lineal yard, including forming, draining, and lightly metalling a continuous turn-out. The first piece laid down (three months since) is now in very fair order, it has no longitudinal sleepers, but to prevent the displacement of the logs, a marginal log, 9 inches by 9 inches, bedded in road metal, was placed on either side. The portions now being constructed are formed of logs from 6 to 8 inches in diameter, or of half timbers 1 foot in diameter, notched on longitudinal sleepers, 7 inches to 8 inches in diameter. When laid down, the half round top is adzed off, so as to present a surface smooth enough for traffic without jolting, though rough enough to afford good footing for horses. The surface has a slope of 1 in 30, from the centre to the side, and is 9 feet wide.

From Springwood to the Blue Mountain Inn, 11 miles, the route passes along the summit of the range through a deep sand, with occasional pipe-clay flats, and yellow clay and rocky ascents; the track through the sand appears to be in a state of nature. On the pipe-clay flats a road has been made, but was long since worn away; the substrata is cut up into ruts 3 and 4 feet deep, and part is in an impassable state, with lateral bush tracks for the traffic. The rocky pinches are generally in fair order, their repair being imperative, the steep ground on either side prohibiting out-turns.

To secure the road metal on the naked slopes of the rock, Mr. Dawson has laid down transverse and longitudinal timbers, forming frames, into which the metal is packed. This answers very well, but will require careful repair. There are some short lengths on this rocky part which do not seem to have been repaired for some time, and are still in fair order; the metal used has been the ironstone, which is thinly scattered over the narrow summit of the range. The constant demand has used up all within some distance of the road, so that repairs will yearly become more expensive. Timber adapted for a plank road is also scarce on the ridge; but the construction might be modified so as to permit the use of the nearest timber. Should it prove insufficient, wood of a superior sort can be had at intervals in the ravines.

From the Blue Mountain Inn to the summit of the Mount Victoria Pass—21 miles—the character of the country, and the road, is nearly the same as from Springfield to the Blue Mountain. Metal is getting equally scarce, but timber is more abundant, and of a better description. Some extensive repairs have lately been made on this portion of the road, particularly on the rocky slopes. The descent of Mount Victoria—about 1½ miles—was in very bad order, but has recently been partially repaired with ironstone and blue trap, a quarry of which has been opened by Mr. Dawson, at the base of the hill.

The recent rains have caused some slips from the hill: the debris is now removed, and the fence repaired. The retaining walls of embankments across the deep ravines are bridged, but the injury does not appear recent. The road surface should at once be put in order, and the drainage restored, to prevent danger to the walls from the water accumulated in the hollow of the road above.

From the foot of Mount Victoria to Hartley—1½ miles—the road passes over an undulating clay country, and is now being repaired, part with metal, and 150 yards with adzed logs. It was in a very bad state, and the traffic still goes over a bush track for a part of the distance.

From Hartley, descending to the River Lett, and thence ascending to Blackman's new building, a distance of 1½ miles, the road is over a decomposed granite; about three-quarters of a mile of this is in admirable order, though not repaired for years. The road was, in the first instance, well made, with moderate inclination and adequate provision for drainage, but it now begins to require repair.

From Blackman's to near Bowenfels—1½ miles—the road is impassable. There is a side track through the bush. The main route passes through some deep cuttings, in a tenacious clay. From neglected drainage the bottoms of the excavations have become huge drains, with the surface broken up three to four feet in depth. Considerable expense has been incurred in providing a temporary passage for the traffic. This is one of the worst points on the road.

At Bowenfels the branch road to Mudgee diverges, and thence to Bathurst the traffic is not so great as on the trunk line.

From Bowenfels to Junction or Farmer's Creek—3 miles—is a decomposed granite soil. The road can be restored by properly forming the natural surface, with due attention to drainage.

From the Junction Creek to Cox's River—1 mile—the road contours round the flanks of some hills; the level was so rigidly preserved that no longitudinal drainage exists, and all the lateral drainage has

has been destroyed by heavy rains. The centre of the road is a morass, three to four feet deep; and as the locality does not admit of out-turns, this portion is very dangerous, from the risk of being upset over the precipice, on the edge of which the coach is obliged to travel to avoid the central slough. Timber for a plank road is abundant. Road metal can also be had in the river, which is near the road, for the entire of this distance.

At Cox's River the causeway was swept away by the last flood, and has since been rebuilt in a permanent manner. The old ford was also destroyed by the flood, and the present one is circuitous, and, in times of fresh, dangerous. A bridge is much wanted here.

From Cox's River, over the summit of the range dividing the eastern and western waters, to Solitary Creek—about 3 miles—the road is through an undulating country, well timbered, and with heavy clay soil lying on soft shale. There are several considerable excavations; one, close to Cox's River, is about 30 feet deep, and a quarter of a mile in length. The bottom of a cutting is invariably the worst part of the road; the intercepting drains have either silted up or burst into the cutting; and the discharge of their waters, together with the soakage and the trampling of oxen driven on the margin of the road have obliterated all trace of a side drain.

From Solitary Creek, over Mount Lambic, or Honeysuckle Hill—about 5 miles—part of the road is in very fine order, but a portion is an impassable slough; repairs are at present in progress. The ascent of Mount Lambic is about 800 feet in 2½ miles, but the mail generally goes round the northern base of the hill, the increase in distance being only one mile, and the route through rather a flat country, well-timbered, and suited for a plank road, but road metal scarce.

Before any extensive repairs are undertaken on this portion it might be advisable to have a detailed estimate made of the expense of making a plank road round the base of the hill, as it would probably amount to little more than would be necessary to re-make and maintain the road over the summit.

I should state that some of the land round the base has been alienated, but the occupiers may agree to allow the road to be made through their land without compensation.

Another route has also been suggested from Solitary Creek to Bathurst, by Solitary Creek to the Fish River, and thence by the Valley of the Fish River to Bathurst. I have not been over this line, and can only state that it is the natural inclination of the country.

From the foot of Mount Lambic to Green Swamp—6½ miles—the road passes through an undulating country, with a clay soil closely timbered. There are some very bad points, particularly about the Frying-pan, where the road passes under some hills, and the intercepting drains having been destroyed, the soakage and rains from the upland render the road a quagmire even in ordinary weather, and as the lower slope of the hill is steep, and an out-turn impracticable, the road is here dangerous. For a considerable distance on this length the mail travels through the bush; some partial repairs have been executed.

From Green Swamp to Bathurst—14 miles—the road is through an open country, with good soil, composed of the debris of granite and trap. The surface of the road is in fair order, and hitherto a considerable breadth has been available for transit; this has tended very much to its preservation; but as the traffic is being confined to the limits of the road by fencing, it will be necessary to provide for the increase of wear which will be caused thereby. In many places between Emu Ferry and Bathurst the trees have been felled to expose the road to the sun and wind; also numerous adzed log surface water crossings have been laid down, for conducting water from the side drains, and intercepting the discharge flowing in the wheel tracks from the upper surface of the road, which, if allowed to accumulate, would soon become a stream and tear up the formation, as it has hitherto done in many places. Those crossings are formed of adzed logs placed transversely about 2 feet below the ordinary level of the road, which is sloped down to meet them on either side, the surface of the logs being curved to meet the slope. This arrangement is good and economical.

In conducting the repair of this road it has hitherto been quite impossible to adopt any system; the surface has been allowed to get into such a state as to require to be relaid from end to end. A considerable proportion of the funds allocated for its repair have been expended in clearing and making lateral tracks (requiring almost daily renewal) at points where a prompt repair was impracticable from the state of the weather, and the inadequate means at the disposal of the Surveyor. A large amount was also expended in desultory patching, necessary to prevent the communication being interrupted, and the cost of this has been materially increased by the loss of valuable time, moving men and plant, more particularly between Lapstone Hill and Mount Victoria, where food and water for oxen and horses is so difficult to procure.

Several extensive repairs have been made with metal, but though very effective for the present, and full value for the money paid for them, are not durable or ultimately economical, as the limited funds did not admit of an outlay sufficient for really permanent work, the main object being to extend the repair over as great a length of road as possible.

The adzed log road is decidedly the most durable work executed, and the cheapest that can be adopted, until a light steam saw mill drawn by oxen be procured, when a plank road will, I have no doubt, prove cheaper. There has been about 600 yards of log road already laid down.

The plank road should be formed of the best available timber, in planks 9 feet long by 3½ or 4 inches thick, and whatever width the timber would allow, laid on two longitudinal sleepers sawn to a fair face on the upper side, and well packed with gravel or broken stone, with every possible provision for adequate drainage, suitable metalled sidings for passing to be provided at stated intervals, or continuously, as may be necessary.

There are many portions of the road where planking does not seem advisable, and where timber is scarce, and material for a Macadam road good and abundant. Here a modified Macadam road might be adopted, a narrow centre track made in a superior manner of the best material, with one or two side tracks of the ordinary stone lightly spread.

Over the Emu Plains, Lapstone Hill, Mount Victoria, and generally on the rocky declivities, a Macadam road would be the best, as timber is scarce, and good metal can be had. Forming and draining would make a fair road over the decomposed granite soil near Hartley, and between Bowenfels and Junction Creek. The soft clay portions of the road between Lapstone and Mount Victoria, from the foot of Mount Victoria to Hartley, from Blackman's to Bowenfels, and from the Junction Creek to Green Swamp, should be planked; and as most of the sandy flats between Lapstone and Mount Victoria are always at least passable, their improvement need not yet be undertaken; from Green Swamp to Bathurst forming and repairs to the drains would suffice.

The present mode of partial and desultory repair will require a large increase in the annual outlay merely to maintain the communication in its present imperfect state. If the whole line was once thoroughly restored, and a properly organised system of prompt and watchful minor repair established, the annual sum required to keep the road in a creditable state would be less than half what is now expended, with the results which I have tried to describe.

I have not made any estimate, as my examination was too cursory to allow of the requisite measurements, or of minute inquiry into the cost of details.

I have received every information and assistance from Mr. Dawson, the road surveyor, to whom it is but justice to state that the present very bad condition of the road proceeds from causes altogether beyond his control.

John Whitton, Esq.,
Chief Engineer.

I have, &c.,
WILLIAM C. BENNETT.

APPENDIX B.

Railway Office, Sydney,
7 April, 1858.

Sir,

In compliance with the instructions contained in your Minute of the 22nd December, 1857, I have the honor to forward you the following report on the Western Road, from Parramatta to Bathurst.

From Parramatta to Eastern Creek—12 $\frac{1}{2}$ miles—the road is in very fair repair, the general direction is good, the surface undulating, and for the most part lately covered with blue metal. At Eastern Creek is a large bridge of round timber, which was being repaired when I examined the road.

From Eastern Creek to 10th milestone is rough, and requires repair; thence to Rooty Hill bridge a part has been recently repaired; remainder is in fair order. The metal used on this part of the line is the blue trap, similar to the Pennant Hills stone; the longest carriage is close to Parramatta.

From Rooty Hill Bridge to St. Mary's Church is through a heavy clay soil, impressible in wet weather, so that an out-turn was necessary all the winter; this would be a most desirable place to test a plank road, the timber to be cut by a saw-mill; ironbark and box timber is quite close. In the estimate I have provided for a plank road 18 feet wide on the flatter portions.

At Roper's Creek is a lintel bridge, one of the piers of which has fallen; the bridge must soon be replaced. From the end of proposed plank road, near St. Mary's Church, to the ferry at Penrith—4 $\frac{1}{2}$ miles—the road is in very bad order, and occasionally flooded. The repairs are chiefly made with shingle and coarse gravel, which is found close to the surface. Considerable attention to drainage will be required through Penrith.

The bridge at South Creek, taken away last flood, has been replaced by another, at a very oblique angle with the road.

The entire road from Parramatta to Penrith—22 miles 19 chains—is at present in charge of trustees, and is through a country of quite a different character to that through which the remainder of the Western Road passes. The latter is a mere mountain track; the former is a road 1 $\frac{1}{2}$ chain wide, great part fenced, with 21 feet wide of metal in the centre, and traversing a heavy clay country, formerly wooded, but now partially cleared.

The culverts on this length are generally in very good order. Many of the larger structures were swept away and injured last winter; some have been repaired; others, at Fox under the Hill, Rooty Hill, Roper's Creek, and the Governor Bourke Inn, must be rebuilt or thoroughly repaired.

From Lapstone Hill to Little Hartley—including the mountain road—with approaches from Emu Ferry to Lapstone, and from Hartley to Mount Victoria. Some eight or ten years ago the works on this division were completed; it was then a very perfect Macadam road, traces of which still remain, more particularly at the 20-mile Hollow, where the remains of a very superior road, now fast wearing into big holes, are evident,—the stone being the same iron-bearing sandstone in use all over the mountains,—the road owing its preservation to its perfect drainage and good form in the first instance. The contrast with the heavy sands is very great, as no trace whatever exists on them of the former road. The contrast is also very great between the remains of the old road and the roads lately put in order by the road surveyor. It is not easy to account for the way in which the metal on recent repairs has been crushed into dust, except from the very great drought destroying its cohesion, and the heavy traffic then grinding it to powder; however, the drought has had no effect on the old road surface, which is perfectly hard and free from dust, and is a good example for imitation in making Macadam roads of the red sandstone on the mountains. The total length of this division is 43 miles, of which it is proposed to make, or repair, 24 $\frac{1}{2}$ miles as a metal road, 9 $\frac{1}{2}$ miles as a timber road of different descriptions, and to leave 9 $\frac{1}{2}$ miles over the heavy sands in their present state, as there is no timber within reasonable distance to make a plank road, and a Macadam road without pitching would be but a temporary expedient, even were good stone to be had, which it is not.

Those sands never interrupt, but only impede, transit in summer, when they become very heavy. The best mode of treatment would ultimately be planking, when the other portions of the road are in good repair, and carriage reasonable.

The wooden road to be made, or repaired, consists of 1 $\frac{1}{2}$ miles of adzed log and corduroy, to be taken up and relaid as adzed log, and of 8 miles of plank road—18 ft. wide—to be cut by the portable steam saw. I cannot recommend any new road to be made of less width than 18 ft., as the adzed log roads—9 ft. wide—I find much disturbed from the wheels of vehicles getting on the metalled margins and plunging up a deep rut at the end of the logs—the next vehicle displacing the log.

The metal repairs should all be executed with best red iron sandstone—to be 8 inches deep in the centre, and 4 $\frac{1}{2}$ inches at the sides, broken to a 2 $\frac{1}{2}$ inch gauge—the road surface having been previously formed with a lateral inclination, in a sort of inverse proportion to the longitudinal.

The drains to be most particularly attended to, specially on the upper side of the rock side-cuttings; numerous small culverts to be constructed to carry the water from the lower side, at intervals; catchwater drains to be excavated where necessary; provision has been made for small culverts at every quarter of a mile in addition to those already in existence.

There are no bridges of any importance on this length, nor any requiring repairs; but attention must be paid to the foundations of the Lapstone Bridge, and the retaining walls at Mount Victoria, to detect the occurrence of any further slipping, which would endanger the stability of these structures.

From Little Hartley the road has been repaired with metal, and also with some log road. A surface water crossing has been made near Little Hartley, which might have been an under culvert, as the bottom is quite deep enough. I do not approve of those surface water crossings as permanent works, to be executed in good weather; they were only allowable last winter, when any other repair was impossible.

It is proposed to lay down $\frac{3}{4}$ of a mile of plank road, in continuation of the present repairs from the top of Hartley Hill; and thence to repair the road generally to Hassan's Walls with the granite so plentiful along the margin of the road; at Blackman's Gap it is intended to lay down a plank road, on the very soft clay now in so bad a state.

Thence to Mudgee Road a general repair will be required; the granite from the spurs below to be used.

From the Mudgee Road to the Junction Creek the line is chiefly through a decomposed granite but metal is estimated for, as the granite sand would not resist the action of the heavy rains on so great an inclination.

From the Junction Creek to Cox's River a metal road is estimated for, as timber is scarce; but good stone, by careful selection, can be had from the rock escarpment on the margin of the road.

The repair of the ascent of the dividing range from the Cox is rather a difficult matter, as there is no suitable stone at all close; the lower end can be repaired with shingle from the river, the upper end with the red sandstone from the summit; the ascent is so steep that plank road could not be used.

From the summit of the range to Solitary Creek stone is also scarce, but its use is imperative as timber is not to be had.

From Solitary Creek to Meadow Flat stone is abundant; west of Meadow Flat, where the road passes over heavy clay soil, and where good timber is abundant, and stone rather scarce, a plank road has been estimated for. The fall to Diamond Flat it is intended to repair with stone, and to continue the plank road across the flat.

The ascent to Redbank to be thoroughly repaired with metal, and the flat contour road on the summit planked and thoroughly drained; there is plenty of suitable timber close to the road.

The

The plank road to be laid down on the flats near Kirkeconnell, the steep places to be thoroughly repaired with metal, and the large stones on the descent to the Frying-pan Creek to be raised and broken.

Thence to the Woodman Inn, provision has been made for laying down a plank road where possible, and for metalling the remainder.

From the Woodman Inn to Bathurst, the road over the decomposed granite to have a drain cut on the upper side, and to have the holes filled up; the lower side to have no drain, in order to allow the traffic to spread over the unfenced land; one small bridge and several patches of plank road to be laid down.

With respect to deviations. Of the many proposed, I can only recommend one; that from Lee's, at Bowenfels, by the Mudgee Road, and Piper's Flats to Meadow Flat.

Sir Thomas Mitchell, at a point called Soldier's Pinch, changed the direction of the road on the mountains, but I do not consider it an improvement, as it is very steep at one point. It is now more generally used than the other line as the surface is harder, and in better order; but if the other line were repaired, the inclination would be much more uniform.

From the toll-bar at Mount Victoria several routes have been in use, and proposed at different times for descending into the valley, viz., the route at present in use, the old descent by Mount York, and the descent by Darling's Causeway; the last, though a little out of the direct line, would have been much the more gradual descent from the mountains, but would now entail so much expense, and cause such inconvenience, by removing the traffic so completely from the existing channel, that its adoption would be out of the question.

The route by Mount York has no advantage over the Mount Victoria Pass, on which so much money has been expended, so that a change is not desirable on any grounds.

From Little Hartley to Hassan's Walls, near Bowenfels, a deviation has been proposed along the course of an old road crossing the River Lett, at a point 237 ft. higher than the Bridge at Hartley. The descent of the old road to the river being 137 ft., and of the present road 380 ft., the ascent to Hassan's Walls in the one instance being 395 feet, and 632 feet in the other.

The inclinations on the present road are very uniform, not exceeding 1 in 12, and the surface not in very bad repair—very superior metal is abundant, the granite cropping out on the road side for a great part of the distance.

The old road (the proposed deviation) passes through level sandy flats, in some instances flooded in winter, with no available outfall for drainage, without incurring great expense; road metal can be had, but it is neither so good or so abundant as on the present line.

This deviation would avoid the town of Hartley, which is a very forcible reason for not making it, without a very manifest superiority; but, putting aside all consideration of the injury to the town, this deviation would not be available, as it is 23 per cent longer, and the character of the country much less favorable.

From the commencement of Hassan's Walls to Bowenfels no deviation is possible; the road winding round the base of the hills in rather gentle inclinations.

At Bowenfels, the public themselves have made a deviation which ought to be sanctioned by the authorities; it follows the Mudgee Road to Lee's, and thence through Lee's ground to the junction of the Fish River Road, thereby avoiding a descent of 200 feet into Bowen's Hollow.

At or near Lee's the different lines to avoid the descent into the valley of the Cox, or the ascent of Mount Lambie, diverge:—

- 1st. The old road by the Fish River;
- 2nd. By the Sod Walls and Fish River Road, both descending to the Cox, and crossing Mount Blaxland and the dividing range at very high levels; and
- 3rd.—The road by Piper's Flats, avoiding the descent to the junction, and the ascent of Mount Lambie.

The only one of those routes worthy of consideration is that by Piper's Flat, which passes the Cox 300 feet higher than at the Junction, crossing the dividing range, at Con Ryan's, at the same elevation which the other road has where it leaves the dividing range west of Mount Lambie.

This has formerly been *the* road, and is at present very much used; it was proposed in 1848 to return to it, making a new road across the dividing range at Gow's Gap, uniting again with the present road at Redbank. As the portion of the road from Gow's Gap to Redbank is through thick brush, and over rather an undulating country, and the main road for that portion not very objectionable, it will be advisable to follow, with some slight improvement, the present Piper's Flat route, joining the present road at Meadow Flat. This will increase the distance, but the cost of the Redbank extension would be altogether in excess of the advantage to be derived from its adoption.

It is proposed to cut off the bend at Walerawang, by passing between the house and the present road; this avoids a rather broken bit of country, but a bridge must be provided, as the crossing is not so good as on the existing road. A change is also proposed from the Piper's Flat track at Luckie's, by passing south of the house, the broken character of the country renders this unavailable to as great an extent as desirable; however, a good route has been marked, passing close to the projected railway line, and avoiding what has been the great objection to this route from the beginning, the softness of the black flats, north of Luckie's.

The change recommended will bring the road over two considerable hills—the Middle River Hill and the Dividing Range—but neither within 300 feet of the height of Mount Lambie; it also passes Brown's River, Middle River, and Cox's River, all streams of some magnitude, and for which bridges will have to be provided; but as Brown's River is on the Mudgee Road, the number of bridges for the Bathurst Road will be the same as required for the present line but of much less span.

The old road, from Lee's to Meadow Flat, measures 15 miles 70 chains; by the new route the distance will be 18 miles 54 chains, an increase of 2½ miles, or 17 per cent. This will be more than compensated for by the improvement in the section, saving 300 feet descent into the valley of the Cox, and 300 feet ascent of Mount Lambie.

From Lee's to the Middle River Hill, a distance of 6½ miles, the deviation follows the Mudgee Road, which requires to be put into proper order; but as this road must be kept in repair in any case, and is common to both lines, there will be 3½ miles less road to maintain than with the present arrangement, independent of the great improvement in the road.

In recommending this change, I can only do so presuming that a perfect Macadam or plank road, as estimated, will be made; if this is not done, I can only advise that the present road be adhered to, as naturally a harder surface. One of the great advantages of the new route will be the comparative saving in repairs, as the new road being flatter will be cheaper to maintain than the road over Mount Lambie.

Another route has also been proposed, from Walerawang by Greenhatch's to Howell's; it is not so level, or in any respects so good, as by Piper's Flats.

With respect to the best mode of executing the work estimated for, small contracts would be the most advisable way; the repairs should also be done by contract. Where labor is so valuable, as in this country, day work should be entirely prohibited.

Some change is required in the mode of making payments in use on the road at present: it appears to be objectionable to intrust the division of cheques for a considerable amount to irresponsible persons (the road overseers), who have also the keeping of the accounts on which the payments are made.

In addition to the estimate for a thorough repair, I have shewn the amounts required for urgent repairs, without which, the road will soon be impassable. Such sums have been estimated as will suffice

suffice to put those bad portions of the road into *permanent* repair, and not merely a temporary patching which would last but a few months,

In fact, the system which has been in operation on the road cannot be continued. Hitherto, some relics of the old road remained on which to found repairs, the last trace of this is now nearly worn away, so that if the road is not thoroughly repaired, it will either become impassable, or the cost of maintenance will, in some few years, exceed the first cost of a thorough repair.

It must also be recollected that the best possible road, even in Europe, requires careful and timely minor repair, which is much more requisite here on account of the very heavy rains following long droughts.

Considerable attention has been given to the rates of price used in the estimate; they are based on the cost of the work now being executed, and I think will prove fair for the character of work contemplated.

I am, &c.,
WILLIAM C. BENNETT,
Ast. Engineer of Roads.

Captain Martindale, R.E.,
Chief Commissioner of Railways.

APPENDIX C.

MEMORANDA to accompany Estimates for Western Road.

The total amount of £162,411, includes all works necessary to put the present line of road in proper repair for a width of eighteen feet, from Parramatta to Bathurst, with the exception of 9 miles 38 chains of sandy flats on the mountains, on which it is not desirable to spend any money at present, as they are better in wet than in dry weather. No provision is made therein for bridges at Cox's River or the Junction Creek, as the estimate for those structures must be calculated from drawings to be made in Sydney.

Plank Road—The road to be 18 feet wide, of 4 inch planks, spiked to 3 longitudinal sleepers, 14" X 6", as long as they can be had; the planks may be alternately 9 feet in length, breaking joint on the centre sleeper. Plank road is preferred to metal repair on *all the flats* where timber is to be had nearer than suitable stone; the estimate is £1 4s. per yard run, which, though in the first instance as expensive as stone, would at the end of seven years (the probable duration of the timber) be much cheaper; and, as it is likely that some other means of transit will be ere then adopted, there can be little doubt that the plank road is the most advantageous.

Forming and Metalling—This item includes the re-making the surface of the road and covering it with a coating of metal 8 inches thick at the centre, and 4½ feet at the sides, averaging 6 inches; the price is estimated at 11s. 6d. per cubic yard, with 1s. 3d. per cubic yard extra for each additional half mile of lead. With forming and metalling provision is also made for a perfect drainage of the road, the price for drains being 1s. to 2s. 6d. per yard run, as they occur in soil or rock; the price for forming is from 2s. to 10s. in some extreme cases, as at King's Table Land, where £1 5s. 6d. per yard run is the price for drains, forming, and metalling.

Metalling—This item includes drains in almost all cases; the quantity of metal and price as above.

Metal Repair—This provides for repairs of drains, and covering the road with 4½ inches of metal; the price averaging from 8s. to 10s. per yard.

Corduroy to be raised and relaid—This includes raising the corduroy road near Springwood, and forming it into an adzed log road 18 feet wide, the only mode of dealing with this construction; the price is 15s. per lineal yard.

Adzed log to be laid down—An adzed log road is recommended at some points where repair is very urgent, and for some isolated patches where a timber road is required, but in too limited a quantity to warrant the expense of removing the sawing machine.

Good road, slight repair—Provides for patching where other repair is not required, and consists chiefly of recent repairs; the price estimated to 2s. to 6s. per yard.

Adzed log laid down—Shews the length of adzed log road laid down; some minor repairs have been estimated for.

Heavy sand—Shews the number of chains of heavy sandy road where no trace of any former road exists; it is not intended to deal with those portions at present, as they are never impassable.

Granite—Shews the length of road over the granite soil near Bathurst, which it is not considered necessary to interfere with, except by cutting an intercepting drain on the upper side.

Bridges and culverts—Amounts have been put down for all necessary repairs to bridges and culverts, and provision made for the construction of numerous small culverts, particularly on the steep inclines.

Urgent repairs—The portion estimated under this heading includes the full price as in the other estimates for all works required to keep the road in a passable state.

MAINTENANCE.

It is estimated that a sum of £13,498 will be required each year to maintain the road in good order after the above-mentioned works are executed, viz. :—

76 miles 23 chains of metalled road, at £150 per mile	£11,443
19 miles 27½ chains of wooden road, at £20 per mile	386
1½ miles 37½ chains of sand and granite road, for keeping drains in order, &c., at £30 per mile	442
	<hr/>
	£12,271
10 per cent. for superintendence and contingencies	1,227
	<hr/>
	£13,498

Bowenfels, 17 March, 1858.

WILLIAM C. BENNETT.

WESTERN ROAD.—Estimate from Toll-bar at Penrith Bridge to Junction of Mudgee Road.

562

No. of Mile.	Chains of Plank Road.	Chains of Forming and Metalling.	Chains of Metallng.	Chains of Metal Repair.	Chains of Corduroy to be raised and re-laid.	Chains of Adzed Log to be laid.	Chains of Very Slight Repair.	Chains of no Repair.	Chains of Adzed Log laid down.	Chains of Heavy Sand.	Chains of Granite to be Drained.	Culverts.	Estimated Cost.	REMARKS.	URGENT REPAIRS.															
															Plank.	Metal.	Estimated Cost.	Remarks.												
1	...	80	...	...	...	...	...	...	...	...	...	2	£ 968 0 0	Road to be raised and stone broken..	...	...	£	s.	d.	
2	6½	73½	...	...	...	...	...	...	...	...	...	3	1,377 3 11	Do. do.	6½	6½	252	0	9	Near Emu Inn.	
3	...	43	3	10	...	...	...	...	...	...	...	4	1,131 17 4	Ascent of Lapstone Hill to Bridge	...	20	187	0	0	Near Bridge.			
4	...	9½	32½	19	...	...	...	...	...	...	...	...	894 14 4	...	...	4½	79	19	7	
5	63½	...	...	...	...	...	12	...	...	...	...	2	1,808 1 6	* Plank road at Wascoe's	20	...	591	0	0		
6	47	14	15	...	3	...	...	...	1½*	...	...	4	2,019 5 8	...	21½	...	638	11	0	In Framing.					
7	59½	5½	...	5½	...	...	...	...	1	...	...	4	2,021 6 0	* Metal in framing.	...	5½	151	5	0					
8	51½	18½	...	...	4½	...	...	...	6	...	...	4	1,932 15 0	...	...	...	...	...	...					
9	67	3	...	...	9	...	...	...	1	...	...	4	2,175 10 6	...	...	...	...	...	...					
10	28½	...	...	...	43½	...	...	...	8	...	...	2	1,562 17 0	...	14	...	400	8	0			
11	45	13	...	...	22	...	...	...	...	...	...	2	1,911 11 0	...	6	13	436	3	0			
12	35	23	10	7	...	...	...	...	...	5	...	4	1,724 2 4	...	4	10	442	0	4						
13	65	...	...	6	...	...	9	...	...	...	...	4	2,017 9 0	...	31	...	878	18	0			
14	66	7	...	...	...	...	...	...	7	...	...	4	2,063 2 0	...	...	...	...	...	...					
15	26	46½	7½	...	...	...	...	...	...	...	...	6	1,696 2 9	...	...	22	350	18	0	
16	...	36½	...	43½	...	...	...	...	...	...	...	2	1,005 16 9	...	...	...	...	...	...					
17	...	21	...	40½	...	...	11	6	...	1½	...	2	772 18 3	* Metal in frame	...	21	438	18	0									
18	...	40	...	...	...	...	...	...	40	...	...	4	730 16 4	...	...	40	670	16	4	
19	...	48	...	...	...	...	...	...	32	...	...	5	981 5 3	...	...	28½	532	19	0	
20	...	66	...	14	...	...	...	...	...	...	...	2	1,299 2 6	...	...	5	85	5	0		
21	...	20	...	...	...	...	...	...	60	...	...	4	428 10 0	Blue Mountain Inn	...	10	181	5	0			
22	...	14	...	...	9½	...	6	...	50½	...	...	3	523 18 4	...	...	6	103	19	0					
23	...	57	...	...	...	...	...	...	23	...	...	4	1,297 10 0	Near King's Table Land—very bad	...	35	806	6	0			
24	...	41	27	...	...	...	...	...	12	...	...	7	1,126 9 6	King's Table Land	...	28½	759	11	0				
25	...	43½	...	10	...	...	...	...	26½	...	...	5	992 17 2	Weatherboard Inn	...	12½	238	4	10					
26	...	22½	...	10½	...	...	...	...	47	...	...	5	515 11 0	...	...	6	99	0	0			
27	...	37½	...	...	...	...	...	...	40½	...	...	5	861 4 6	...	...	37½	773	0	0	
28	...	41½	8	...	...	...	...	...	30½	...	...	3	953 12 0	...	...	...	...	...	...					
29	15½	...	...	12	...	...	5½	...	40	...	...	3	758 7 0	...	...	...	...	...	...					
30	...	25½	15	...	...	...	...	...	39½	...	...	3	725 10 0	...	...	7½	137	10	0		
31	...	33	...	35	...	...	...	...	12	...	...	3	881 0 0	Heard's Inn, Pulpit Hill	...	35	605	0	0					
32	...	31	13	5	...	...	...	...	28	...	...	3	888 17 8	...	...	20	568	13	4			
33	...	22½	...	...	...	...	...	...	52½	...	...	2	547 7 1	...	...	4	73	6	8	
34	19½	11½	...	...	...	...	13½	...	42½	...	...	1	613 0 8	...	...	4½	82	10	0			
35	...	15	...	...	...	...	...	...	60	...	...	1	248 11 4	...	...	2	36	13	4	
36	...	34½	...	8½	...	...	...	...	17	...	...	3	1,028 0 8	...	...	...	...	...	...					
37	7	39½	...	9½	...	...	...	...	23	...	...	4	1,138 17 0	...	...	8	255	4	0			
38	...	24	...	11	...	...	...	...	43	...	...	3	594 5 4	...	...	26	476	13	4			
39	...	47½	2	22	...	...	...	...	8½	...	...	5	1,119 1 8	...	...	31	587	11	8			
40	...	61½	...	...	...	...	...	...	11½	...	...	3	1,195 8 4	...	...	18	309	9	4	
41	28	...	5	35	...	...	...	...	5	...	...	4	1,339 0 0	Commencement of Mount Victoria	7	21	308	0	0					
42	...	20	...	60	...	...	...	...	...	...	...	6	954 4 8	...	...	5	93	10	0		
43	10	46	4	20	...	...	...	...	...	...	...	6	1,320 7 0	Little Hartley	...	46	799	3	0				
44	2½	24	...	...	...	...	...	40½	13	...	...	2	444 14 0	...	...	26½	395	9	0		
45	62½	12	...	6	...	...	...	...	...	...	...	4	2,045 8 0	...	...	...	...	...	...					
46	...	22	...	51	...	...	7	...	...	...	...	3	728 13 0	Post Office, Hartley	...	...	...	...	...						
47	...	35	...	38	...	...	7	...	...	...	...	3	731 8 0	...	...	...	...	...	...					
48	...	1	38	6	...	...	35	...	...	...	...	2	674 19 4	...	...	16½	199	11	6			
49	11	33	...	...	...	...	38	...	...	...	...	6	1,115 15 0	...	11	...	242	0	0			
50	...	53	...	...	...	...	27	...	...	...	...	6	1,091 2 3	...	...	8	136	8	0	
51	...	78	2	4	1,402 9 2	Bowenfels	5½	100	16	8										
													709	1,619	194	487	82	24½	211	52½	43	758	...	180	58,809 1 4		121	600	14,299 17 8	

APPENDIX TO THE FOREGOING EVIDENCE.

Estimated Cost ... £58,809 14 4
 Add 5 per Cent. for extra difficulty on Mountains, from scarcity of labor and forage, ... 2,921 7 0
 also 10 per Cent. for Superintendence and Contingencies ... } 15 per Cent. ... 8,821 7 0
 £67,631 1 4

Estimated Cost—Urgent repairs ... £14,299 17 8
 Add 15 per Cent. ... 2,144 19 7
 £16,444 17 3

Bowenfels, 17 March, 1858.

W. C. BENNETT.

WESTERN ROAD--Abstract of Estimate from Parramatta to Bathurst.

	Miles.	Chains of Plank Road.	Chains of Forming and Metalling.	Chains of Metalling.	Chains of Metal Repair.	Chains of Corduroy to be raised and to be re-laid.	Chains of Adzed Logs to be laid.	Chains of very Slight Repair.	Chains of No Repair.	Chains of Adzed Logs (to be down.)	Chains of Heavy Sand.	Chains of Granite to be drained.	No. of Culverts.	Estimated Cost.	URGENT REPAIRS.							
															Plank.	Metal.	Estimated Cost.					
														£	s.	d.	£	s.	d.			
From Penrith to Mudgee Road	51	769	1519	154	487	82	213½	214	52½	49	758	419½	188	87,631	1	4	121	600	16,144	17	3	
" Mudgee Road to Bathurst	38-9	524	1825	45½	175	...	...	...	...	...	...	...	165	39,782	12	0	13	767½	16,921	8	2
Total from Penrith to Bathurst	89-9	1293	3344	209½	662	82	243½	211	52½	43	758	419½	345	127,413	13	4	134	1,367½	33,066	8	5	
From Parramatta to Penrith	21-19	165	837	468	140½	...	...	19	60½	...	...	...	...	35,027	17	0	165	205	11,951	2	10
Total	110-28	1458	4181	754½	802½	82	243½	230	122	43	758	419½	345	162,441	10	4	299	1,572½	45,017	8	3	
		m. c.	m. c.	m. c.	m. c.	m. c.	m. c.	m. c.	m. c.	m. c.	m. c.	m. c.										
		17 38	52 34	9 34	10 24	1 2	0 24½	2 70	1 42	0 43	9 38	3 19½										

Bowenfels, 17 March, 1858.

W. C. BENNETT.

COMPARATIVE ESTIMATE.—PIPER'S FLAT DEVIATION

COST OF DEVIATION—MUDGEE ROAD PORTION,	
Cost of clearing, forming, draining, metalling, or planking ..	£7,485 0 0
2 bridges 60 feet span each, £300	600 0 0
30 culverts, £15	450 0 0
	8,535 0 0
10 per cent	853 10 0
	£9,388 10 0
PIPER'S FLAT ROAD.	
Cost of clearing, forming, draining, metalling, or planking ..	£22,110 17 0
1 bridge, 60 feet span	800 0 0
70 culverts, £15 each	1,050 0 0
	23,760 17 0
	2,376 0 0
	£26,136 17 0
	£35,525 7 0
5½ miles plank road, at £20 per mile	£115 0 0
6½ miles metal road, at £150 per mile	993 15 0
	£1,108 15 0
Saving, deducting Mudgee road, in outlay	£3,669 0 0
And in repairs	£1,200 0 0
	} per annum.

21 April, 1858.

COST OF REPAIRS—PRESENT ROAD (MT. LAMBIE.)	
Proportion of estimate for repairs, Bowenfels to Meadow Flat	£21,596 12 6
Bridge at Cox's River, say	2,200 0 0
Bridge, Farmer's Creek	300 0 0
	27,096 12 6
10 per cent	2,709 12 0
	£29,806 4 0
Excess of estimate for new line, including Mudgee Road portion, over above estimate for repair of old line	5,717 3 0
	£35,525 7 0
Excess of estimate for repairs of old line over Estimate for the Piper's Flat portion of the new line	£3,669 7 0

MAINTENANCE.

16 miles of metal road, at £150 per mile	£2,400 0 0
½ mile of plank road, at £20 per mile	10 0 0
	£2,410 0 0

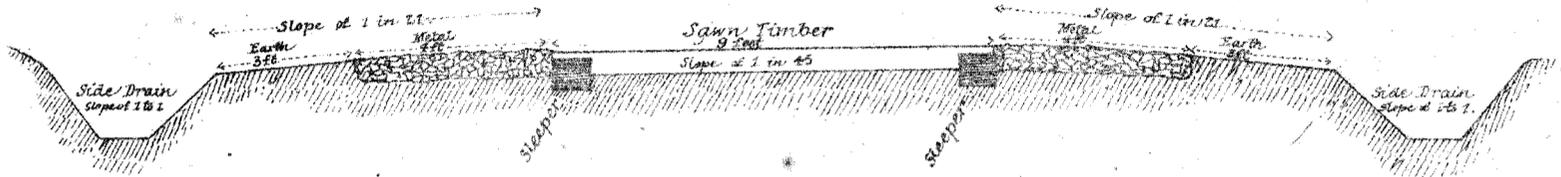
WILLIAM C. BENNETT.

No 3

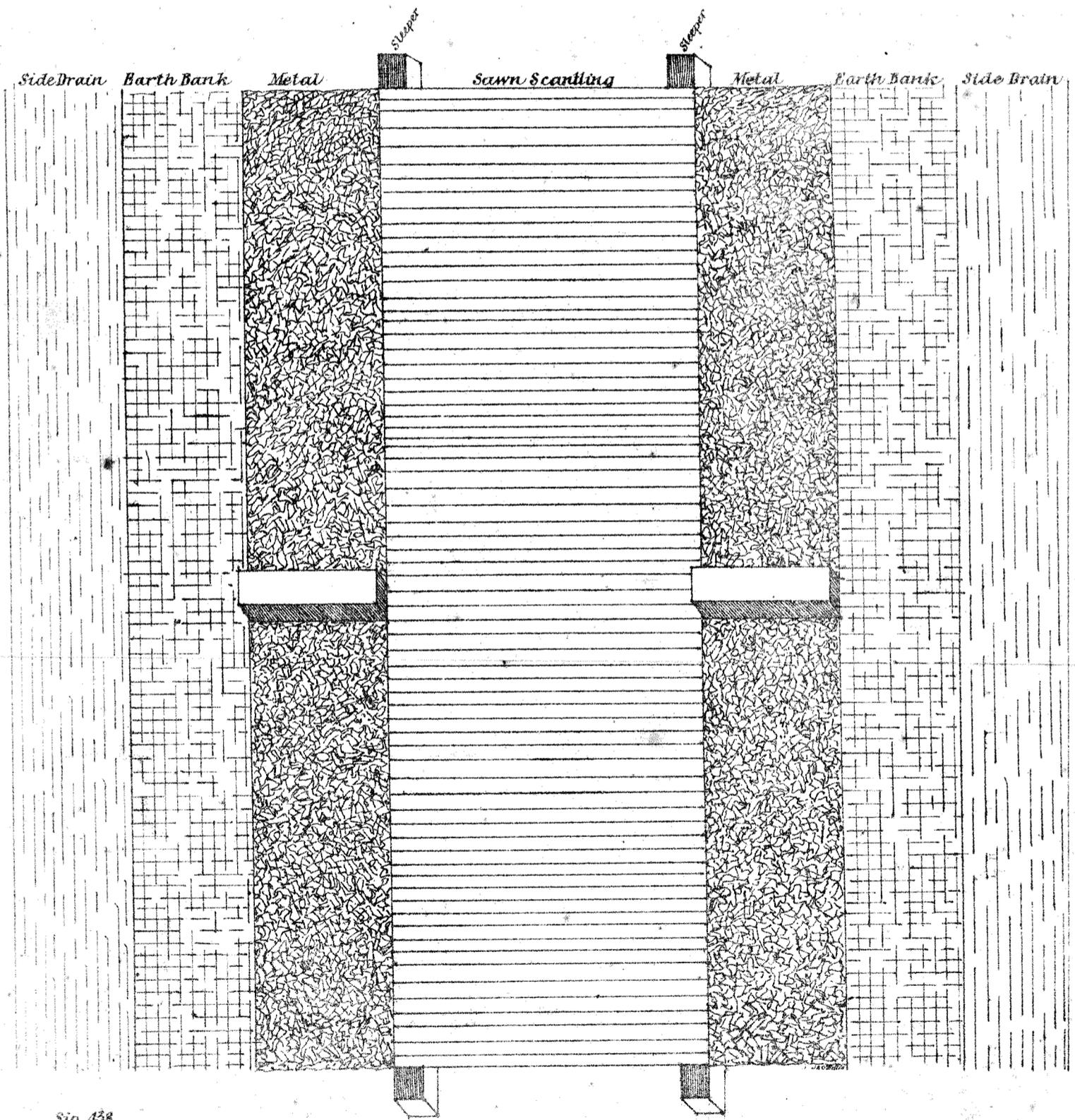
Plan and Section of an Improved single line Plank Road to be constructed of Sawn Timber with double out-turn.

Scale 4 ft to One Inch.

Cross Section of Roadway



Plan



1859-60.

Legislative Assembly.

NEW SOUTH WALES.

ENCROACHMENT UPON MARKET-STREET.

(LETTER FROM SECRETARY TO CROWN LAW OFFICERS RESPECTING.)

Ordered by the Legislative Assembly to be Printed, 23 May, 1860.

Crown Law Offices,

Sydney, 24 January, 1860.

SIR,

In reference to your letter of the 22nd ultimo, covering communication from Mr. Walter Beames, representing that Mr. William Northwood was then erecting a building half-way across Market-street, near the entrance of the Pyrmont Bridge, and also with reference to the papers transmitted by you under blank cover, 24th December last, from the Town Clerk, respecting the aforesaid matters, I am directed by Mr. Solicitor General Hargrave to state that the defence of that encroachment by setting up "an amicable arrangement" by parties, without legal authority to make such an arrangement, cannot stand against the public right. The defence set up in the letter of Mr. Northwood, dated 2nd July, 1859, that no legal notice was given to him before the land was resumed, must, the Solicitor General thinks, be inquired into.

I have, &c.,

W. E. PLUNKETT.

THE UNDER SECRETARY.

Sydney: Thomas Richards, Government Printer.—1860.

[Price, 6d.]

594--

1859.

Legislative Assembly.

NEW SOUTH WALES.

UNIVERSITY OF SYDNEY.

(RECEIPTS AND EXPENDITURE ON ACCOUNT OF.)

Ordered by the Legislative Assembly to be Printed, 12 October, 1859.

*RETURN of Receipts and Expenditure on account of Building the University of Sydney,
from 1st January, 1859, to 31st August, 1859.*

RECEIPTS.

Received for balance in Commercial Bank Building Fund Account, on 1st January, 1859	208 13 7
Received from Government	10,000 0 0
	<hr/>
	£10,208 13 7

EXPENDITURE.

Paid O'Shanassy on account of Contract for Masonry of Tower and Compartments 1,940 0 0 Other Masonry	130 0 0	
	<hr/>	2,070 0 0
„ Carpenter work	1,186 3 0	
„ Fixing Stained Glass Windows, purchasing Glass for ditto	434 4 8	
„ Cost of Timber, Ironwork, carving Stone, levelling Terrace in front of Building, salary of Clerk of Works, sundries	948 1 0	
„ Mr. Blackett, Architect, commission	218 12 0	
Balance in hand of Architect at date, to be accounted for	396 11 4	
	<hr/>	5,253 12 0
Balance on hand		£4,955 1 7
		<hr/> <hr/>

31 August, 1859.

WILLIAM CHARD,
pro Accountant.

H. KENNEDY,
Registrar.

Sydney: Thomas Richards, Government Printer.—1859.

1859.

Legislative Assembly.
NEW SOUTH WALES.

PUBLIC BUILDINGS AT SHOALHAVEN.

(PETITION RELATIVE TO.)

Ordered by the Legislative Assembly to be Printed, 20 October, 1859.

To the Honorable the Legislative Assembly of New South Wales.

SHREWETH :—

That your Petitioners have of late years observed with concern and surprise several attempts by interested parties to ignore the features of the Shoalhaven District, they maintaining that as Nowra is a Government Village Reserve all Public Buildings and conveniences should be erected thereon.

That your Petitioners have also seen that these attempts have succeeded in some instances, and that the newly elected member for the district is pledged to use his utmost endeavours to have the Public Buildings erected at Nowra.

That it has been acknowledged at various times by nearly every Magistrate of the district, and it is also proved by patent facts that Nowra is not the central spot of the district, whence it follows that the interests of your Petitioners and others should not be sacrificed on insufficient grounds; a comparison of the township of Nowra with that of Terara is made at foot, which is evidence of the non-central position of Nowra. And your Petitioners would further point out that whilst the lots at Nowra have only been sold with difficulty, and after being repeatedly offered, and that the upset price of £8 per acre only has been obtained, land on Terara is leased at ground rents varying from £50 per annum per acre to £5 per annum per acre;—this fact of itself your Petitioners deem to be conclusive.

That the only objections of any weight that your Petitioners have heard against adopting Terara as the centre of the district are—that Terara is private property, and that none of it is for sale. Though your Petitioners conceive that the greatest convenience of the greatest number is the true principle to regulate the placing of Public Buildings, they are, nevertheless, able to answer both the foregoing objections by stating that Terara is now being surveyed for sale in small lots, and that the proprietor has stated her willingness to give the necessary land for sites for Public Buildings. It may be observed, that nearly all the alienated portion of Nowra belongs to one individual ostensibly or by secret lien.

That the Steam Company have selected Terara as the fittest place for the erection of their stores, and all commercial evidence tends the same way.

That your Petitioners would also observe that Terara is midway between the temporary Court Houses of Numba and Nowra, and nearly midway between the present Post Offices and that of the two Ferries, from the Camden side of the river, one crosses Terara near its eastern boundary, and the other about two-thirds of a mile above its western boundary.

That on comparison of Nowra with Terara, as regards trade, your Petitioners beg to state that—

Terara contains—		Nowra contains—	
Publicans.....	1	.....	1
Storekeepers	6	.....	0
Blacksmiths	2	.....	0
Bakers	1	.....	0
Shoemakers	3	.....	0
Carpenters	2	.....	1
Wheelwrights	1	.....	0
Watchmakers	1	.....	0
Auctioneers	3	.....	0
Tailors.....	2	.....	0
Saddlers	1	.....	0
Cabinetmakers	1	.....	1
Churches	2	.....	0
Day and Sunday Scholars	200	.....	14
Steam Flour Mill	1	.....	1

That the publican at Nowra is also a cabinetmaker, who maintains himself in a weatherboard house of the value of perhaps £250, by the exercise of both trades.

That the publican at Terara has a large brick hotel erected at a cost of £2,000, of a very superior class.

That the Church of England edifice at Terara is a substantial brick building, erected at a cost of £700.

That the Wesleyan Church was erected at a cost of £350.

That in view of these facts, the truth or falsehood of which can be easily discovered by a slight examination, your Petitioners pray that no hasty steps will be taken to fix the Public Buildings in what is literally the bush, but pray that your Honorable House will make inquiry into the truth of the various facts herein stated, in order that the buildings so much wanted, may be placed in accordance with the real wants of the population.

[Here follow 124 Signatures.]

1859-60.

Legislative Assembly.
NEW SOUTH WALES.

SHOALHAVEN RIVER.
(MONEY GRANTS FOR IMPROVEMENT OF.)

Ordered by the Legislative Assembly to be Printed, 2 February, 1860.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 7 October, 1859, to the Governor General, praying that His Excellency would be pleased to cause to be laid upon the Table of this House,—

“ A Return of all sums of money granted for the Improvement
“ of the Shoalhaven River; when granted; to whom the
“ expenditure of the said money was intrusted; what amount
“ has been expended; and, if any unexpended, in whose hands
“ is the balance.”

(Mr. Garrett.)

RETURN shewing the Particulars of all Sums of Money appropriated for the Improvement of the Shoalhaven River.

Date of Appropriation.	Amount appropriated.	To whom the Expenditure was intrusted.	Amount expended.	Amount unexpended, and in whose hands.	
	£ s. d.		£ s. d.	£ s. d.	
1853.	300 0 0	{ Improvement Committee	110 7 6	189 12 6	Committee.
1857.	300 0 0	Surveyor General...	264 0 0	36 0 0	Treasurer.

Audit Office, Sydney,
16 January, 1860.

W. C. MAYNE,
Auditor General.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

KIAMA LANDS AND PUBLIC WORKS.

Ordered by the Legislative Assembly to be Printed, 4 April, 1860.

RETURN to an *Address* from the Honorable the Legislative Assembly of New South Wales to His Excellency the Governor General, dated 9 December, 1859, being,—

“ (1.) A Return of all Lands alienated by the Crown, within
 “ the boundaries of the present Police District of Kiama, since
 “ the 1st of January, 1835, shewing the quantity of Land sold
 “ in each year, and the amount realised from such sales, within
 “ the said District, and within the same period.

“ (2.) A Return of all sums of money expended on Public
 “ Works other than Roads, within the Police District of Kiama,
 “ since 1st January, 1835.”

(*Mr. Gray.*)

KIAMA LANDS AND PUBLIC WORKS.

RETURN of all Lands alienated by the Crown, within the boundaries of the present Police District of Kiama, from 1st January, 1835, to 31st December, 1859, shewing the quantity of Land sold, in each year, and the amount realised from such sales, within the said District, and within the said period. (Votes and Proceedings, No 40, 9 Dec., 1859.—No. 14. Postponements, Mr. Gray's motion according to amended Notice.)

YEAR.	QUANTITY.			AMOUNT.		
	Acres.	Roods.	Perches.	£	s.	d.
1835...	50	0	0	30	0	0
1836...	558	0	0	342	19	0
1837...	979	0	0	331	8	0
1838...	252	0	0	465	10	0
1839...	4,675	1	1	6,134	1	0
1840...	477	3	4	14,943	12	0
1841...						
1842...	100	0	0	100	0	0
1843...	251	0	0	538	1	4
1844...	246	3	16	389	11	5
1845...	118	0	24	235	6	0
1846...	57	0	12	231	3	1
1847...	375	2	24	573	10	0
1848...	212	3	12	299	16	8
1849...	2	2	0	35	0	0
1850...	127	2	0	275	0	0
1851...	605	2	22	1,016	12	0
1852...	1,143	0	32	1,757	5	0
1853...	2,629	3	7	8,654	9	2
1854...	1,318	3	10	18,800	11	4
1855...	3,178	2	9	8,861	3	10
1856...	5,698	1	12	12,147	16	3
1857...	581	1	36	1,236	18	6
1858...	221	1	16	608	18	0
1859...	1,981	3	0	3,492	5	6
	25,792	1	37	81,505	18	1

*Surveyor General's Office,
Sydney, 27 February, 1860.*

A. G. McLEAN,
Acting Surveyor General.

A RETURN of all sums of Money expended on Public Works other than Roads, within the Police District of Kiama, since the 1st January, 1835, so far as can be ascertained from the books of this Office.

YEAR OF EXPENDITURE.	PARTICULARS OF EXPENDITURE.	AMOUNT.		
		£	s.	d.
1847	Laying down a Mooring Chain in the Harbor of Kiama..	201	14	0
1849	Constructing a Boat Pier at Kiama	60	0	0
1850	Erection of a Court House	87	10	0
1852	Mooring Chains and Jetty, Kiama	200	0	0
1854	Fencing Police Paddock	10	0	0
1855	Mooring Chains and Jetty, Kiama	398	10	0
1856	Erection of a Lock-up	70	0	0
"	Erection of Stables	30	0	0
1858	Mooring Chains and Jetty, Kiama	200	0	0
1859	Erection of a Court House	5	1	3
"	Lock-up at Shell Harbour.....	51	11	6

*Audit Office, Sydney,
16 January, 1860.*

W. C. MAYNE,
Auditor General.

1859-60.

Legislative Assembly.
NEW SOUTH WALES.

BRIDGE OVER THE LACHLAN RIVER.
(PETITION RELATIVE TO.)

Ordered by the Legislative Assembly to be Printed, 22 February, 1860.

To the Honorable the Members of the Legislative Assembly, in Parliament assembled.

The Petition of the undersigned Inhabitants of the Carcoar and Lachlan Districts, and others, interested in the movement of stock and conveyance of property over the Lachlan River,—

RESPECTFULLY SHEWETH:—

That your Petitioners suffer much loss and inconvenience through the want of a Bridge over the Lachlan River, at Cowra.

During average seasons all passage of vehicles across the river is stopped for several weeks, and in the rainy seasons all traffic is suspended for months.

The principal road, from the north to the south, is by Cowra; the transition of stock is now very large, and during floods the residents suffer much in consequence of the detention of the stock on the north bank of the river, usually consuming the whole of the herbage on their runs, to their serious injury.

At present there is a boat on the river, at Cowra, but in consequence of the shifting of the sands the sides of the river may be very deep and the centre very shallow, and from this cause a punt of sufficient capacity to take teams and vehicles over would be useless.

The traffic is such at Cowra, that during floods from five to twenty pounds per week have been received by the boatman for the conveyance of passengers and property over the river.

It frequently happens during floods that several lives are lost in attempting to cross the river.

Your Petitioners therefore pray that your Honorable House will sanction the erection, at Cowra, of any Bridge over the Lachlan River for which funds may be placed upon the Estimates.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 171 Signatures.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

BRIDGE OVER THE LACHLAN RIVER.

(PETITION RELATIVE TO.)

Ordered by the Legislative Assembly to be Printed, 24 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the Inhabitants of Carcoar, and the surrounding Districts,—

SHewETH:—

That your Petitioners, having noticed the motion of the Honorable Member for East Macquarie praying that the sum of seven thousand pounds may be placed on the Estimates for the construction of a Bridge across the Lachlan River at Nanimi, beg most respectfully to state, that they consider this to be the most fit site for a Bridge, it being the direct road from Bathurst, Orange, Carcoar, and Canowindra, to Wagga Wagga and Deniliquin, and also the direct road from the Northern Districts for all overland stock to Port Phillip.

Your Petitioners, therefore, humbly recommend that should the said sum be placed on the Estimates, for the purpose of constructing a Bridge across the Lachlan River, that Nanimi may be the place fixed upon for that purpose.

And your Petitioners as in duty bound will ever pray.

[*Here follow 85 Signatures.*]

January, 1860.

Sydney: Thomas Richards, Government Printer.— 1860.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

BRIDGE OVER THE LACHLAN RIVER.
(PETITION RELATIVE TO.)

Ordered by the Legislative Assembly to be Printed, 24 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the Inhabitants of the Districts of Lachlan and Wellington,—

SHEWETH:—

That your Petitioners, having noticed the motion of the Honorable Member for East Macquarie praying that the sum of seven thousand pounds may be placed on the Estimates for the construction of a Bridge across the Lachlan River at Nanimi, beg most respectfully to state, that they consider this to be the most fit site for a Bridge, it being the direct road from Bathurst, Orange, Carcoar, and Canowindra, to Wagga Wagga and Deniliquin, and also the direct road from the Northern Districts for all overland stock to Port Phillip.

Your Petitioners, therefore, humbly recommend that should the said sum be placed on the Estimates, for the purpose of constructing a Bridge across the Lachlan River, that Nanimi may be the place fixed upon for that purpose.

And your Petitioners as in duty bound will ever pray.

[Here follow 86 Signatures.]

3 January, 1860.

Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.
NEW SOUTH WALES.

PENRITH NEPEAN BRIDGE RE-CONSTRUCTION BILL.

REPORT FROM THE SELECT COMMITTEE

ON THE

PENRITH NEPEAN BRIDGE RE-CONSTRUCTION BILL;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,

12 June, 1860.

Sydney :

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1860.

1859-60.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 109. THURSDAY, 7 JUNE, 1860.

13. Penrith Nepean Bridge Re-construction Bill :—Mr. Jamison moved, pursuant to notice, That a Bill to confer certain powers on the Penrith Nepean Bridge Company, be referred to a Select Committee, consisting of the following Members :—Mr. Cummings, Mr. Clements, Mr. Samuel, Mr. Hyeronimus, Mr. Arnold, Mr. Mort, Mr. Flett, Mr. Atkinson, and the Mover.
Question put and passed.

VOTES No. 111. TUESDAY, 12 JUNE, 1860.

3. Penrith Nepean Bridge Re-construction Bill :—Mr. Jamison, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee for whose consideration and report this Bill was referred on the 7th instant.
Ordered to be printed.

* * * * *

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1859-60.

PENRITH NEPEAN BRIDGE RE-CONSTRUCTION BILL.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, for whose consideration was referred on the 7th instant the "*Penrith Nepean Bridge Re-construction Bill*," beg leave to report to your Honorable House,—

That they have carefully perused the Bill referred for their consideration, and examined the Promoter on behalf of the Company,* and * J. T. Ryan, Esq. also their Engineer † (whose Evidence respectively will be found appended † E. O. Moriarty, Esq. hereto), and that the Preamble ‡ of the Bill having been satisfactorily ‡ Vide Schedule of Amendments. proved by the Evidence of those gentlemen, they proceeded with the several Clauses of the Bill, in certain whereof they deemed it necessary to introduce Amendments, as shewn in the accompanying Schedule. (Page 5.)

And your Committee now beg to lay before your Honorable House the Bill, as amended by them.

ROBERT T. JAMISON,

Chairman.

Legislative Assembly Chamber,

Sydney, 12 June, 1860.

PROCEEDINGS OF THE COMMITTEE.

FRIDAY, 8 JUNE, 1860.

MEMBERS PRESENT:—

Mr. Atkinson,	|	Mr. Flett,
Mr. Clements,		Mr. Hyeronimus,
Mr. Cummings,		Mr. Jamison,
Mr. Samuel.		

R. T. Jamison, Esq., called to the Chair.
 Order of the House referring Bill to Committee on the 7th instant, read.
Promoters of the Bill—The Penrith Nepean Bridge Company.
Agent for Promoters—J. T. Ryan, Esq.
 J. T. Ryan, Esq., examined.
 Witness withdrew.
 Committee deliberated.

[Adjourned.]

TUESDAY, 12 JUNE, 1860.

MEMBERS PRESENT:—

R. T. Jamison, Esq., in the Chair.

Mr. Clements,	|	Mr. Cummings,
Mr. Mort.		

In attendance—

J. T. Ryan, Esq., on behalf of the Penrith Nepean Bridge Company.
 E. O. Moriarty, Esq., C. E., *Engineer to Company*, called in and examined.
 Witness withdrew.
 Preamble of the Bill read.
 Committee deliberated.
 Motion made (*Mr. Clements*) and *Question*,—That the Preamble be amended (lines 10 and 11) by omitting “compensate the said Company in some measure for their heavy loss in that behalf and to”—*agreed to*.
 Preamble, as amended, read.
 Motion made (*Chairman*) and *Question*,—That this Preamble stand part of the Bill—*agreed to*.
 Clauses 1, 2, and 3, respectively read and agreed to.
 Clause 4 read.
 Motion made (*Mr. Clements*) and *Question*,—That the Clause be amended (line 35) after “River” by inserting “one punt to leave each side of the River every quarter of an hour from six o'clock A. M. to six o'clock P. M. and from six o'clock P. M. to six o'clock A. M. at such times as may be required”—*agreed to*.
 Clause, as amended, read and agreed to.
 Clause 5 read.
 Motion made (*Mr. Clements*)—That the Clause be amended (line 14) by omitting “half a mile”, and inserting “one furlong”—*agreed to*.
 Motion made (*Mr. Clements*) and *Question proposed*,—That the Clause be further amended (lines 18 and 19) by omitting, “as well upon each and every person so hiring as upon each and every person so using or employing any such boat punt or other vessel.”
 Committee deliberated.
Question,—That the words proposed to be omitted stand part of the Clause—*put*.
 Committee divided.

Ayes, 2.		No, 1.
Mr. Cummings,	|	Mr. Clements.
Mr. Mort.		

And Committee considering whether the voice of the Chairman, exercising also a casting vote, should be included, according to Standing Order (101) of the House of Commons governing Committees on Private Bills,—

It was Resolved—

“That, in the absence of any precedent for such a course, in the case of former Committees of this Legislature, it is inexpedient to raise a question by departing from the ordinary practice.”

Whereupon, *Motion* (for amendment, lines 18 and 19) *negatived*.

Motion

Motion made (*Chairman*) and *Question*,—That the Clause be further amended (line 21) after “aforesaid,” by inserting “and the said several penalties shall be recoverable in manner directed or required by the provisions of the said Acts hereinbefore referred to or either of them”—*agreed to*.

Motion made (*Chairman*) and *Question*,—That the Clause be further amended (line 24) by adding the second proviso following:—“Provided also that this Clause and anything in this Act contained shall not be construed to prevent the erection or construction of any other Bridge by any other Company or persons within the above-mentioned distance after application in the usual way to the Legislature of the said Colony”—*agreed to*.

Clause as amended, read and agreed to.

Clause 6 read.

Motion made (*Mr. Mort*) and *Question*,—That the blank (line 30) be removed by inserting “twenty”—*agreed to*.

Clause as amended, read and agreed to.

Clauses 7 and 8 respectively, read and agreed to.

And no Title having been prefixed to the Bill,—

Motion made (*Chairman*) and *Question*—That the Title hereof be “*A Bill to confer certain powers on the Penrith Nepean Bridge Company*”—*agreed to*.

Chairman requested to report the amended Bill to the House.

SCHEDULE OF AMENDMENTS.

Page 1, Title.	<i>Insert</i> “A Bill to confer certain powers on the Penrith Nepean Bridge Company.”
Page 1, Preamble, Lines 10 & 11.	<i>Omit</i> “compensate the said Company in some measure for their heavy loss in that behalf and to.”
Page 1, Clause 4, Line 35.	<i>After</i> “River,” <i>insert</i> “one punt to leave each side of the River every quarter of an hour from Six o'clock a. m. to Six o'clock p. m. and from Six o'clock p. m. to Six o'clock a.m. at such times as may be required.”
Page 2, Clause 5, Line 14.	<i>Omit</i> “half a mile”; <i>insert</i> “one furlong.”
Page 2, Clause 5, Line 21.	<i>After</i> “aforesaid,” <i>insert</i> “and the said several penalties shall be recoverable in manner directed or required by the provisions of the said Acts hereinbefore referred to or either of them.”
Page 2, Clause 5, Line 24.	<i>After</i> “Penrith,” <i>add</i> “Provided also that this clause and anything in this Act contained shall not be construed to prevent the erection or construction of any other Bridge by any other Company or persons within the above mentioned distance after application in the usual way to the Legislature of the said Colony.”
Page 2, Clause 6, Line 30.	<i>Before</i> “pounds,” <i>insert</i> “twenty.”

LIST OF WITNESSES.

Friday, 8 June, 1860.

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J. T. Ryan, Esq., <i>Agent for Penrith Nepean Bridge Company</i>	7

Tuesday, 12 June, 1860.

E. O. Moriarty, Esq., <i>C. E., Engineer to Penrith Nepean Bridge Company</i>	10
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1859-60.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

PENRITH NEPEAN BRIDGE RE-CONSTRUCTION BILL.

FRIDAY, 8 JUNE, 1860.

Present:—

MR. ATKINSON,		MR. FLETT,
MR. CLEMENTS,		MR. HYERONIMUS,
MR. CUMMINGS,		MR. JAMISON,
MR. SAMUEL.		

ROBERT THOMAS JAMISON, Esq., IN THE CHAIR.

Mr. James Tobias Ryan called in and examined:—

1. *By the Chairman*: You are a director, and one of the original proprietors of the Penrith Nepean Bridge Company? Yes. I appear here on behalf of the Company.
2. In what year was the Penrith Nepean Bridge first erected? It was opened on the 1st January, 1856.
3. In consequence of an Act obtained in the fifteenth year of Victoria, incorporating the Company? Yes.
4. Was there any Act subsequent to that? Yes; the 18th Victoria.
5. What was the object of the second Act? To increase the capital stock of the Company, as it was found to be insufficient.
6. By what amount was the capital increased? From £6,000 to £20,000.
7. What was the actual cost of the first bridge, as near as you can say? £12,570, or thereabouts.
8. How long did it stand? Eighteen months, within a day or two. It was washed away on the 29th June, 1857.
9. The Company then erected another bridge? Yes.
10. At what cost? £11,300, and upwards.
11. Making in all about £24,000? Yes.
12. How long did the second bridge stand? Twelve months exactly, to a day, from the time it was opened.
13. When was it opened? In May, 1859, I think.
14. By both the Acts mentioned, the Company were authorised to receive the tolls of the bridge? Yes.
15. According to rates specified in the schedule? Yes.
16. What is the state of the bridge at present? The state of the bridge is, that eleven piers of the new structure are standing erect in the centre of the river, all the old work that they were connected with having been carried away, and the top of the bridge lifted off by the water.
17. Where has the deck or platform of the bridge been carried to? About a quarter of a mile down the river, on to a sandbank on my land.
18. Will that be available in the construction of the contemplated new bridge? Yes, the whole of it will come in.
19. What do you consider the value of the material? The cost value given by the contractor for the timber alone of the new work was £3,500.

Mr. J. T.
Ryan.

8 June, 1860.

- Mr. J. T. Ryan.
- 8 June, 1860.
20. Exclusive of the ironwork? Yes. The cost of the ironwork in the new bridge was £1,500.
21. I suppose it would be impossible to obtain those amounts for the materials as they are, but they are worth that for the new structure? It would be impossible in any other way; they are worth that for the new structure.
22. In the event of your not obtaining this Bill this will be a dead loss? Yes, or nearly so.
23. As a director, are you aware whether it was the intention of the Company, previous to the destruction of the bridge, to apply to the Legislature to cure any defect in their previous enactments? Yes, it was proposed to apply for power to increase the capital, as it was found that £6,000 would be inadequate to carry out the object, the cost having amounted to £11,000.
24. Who at present receives the tolls at Emu Ferry? Mrs. Piesley, who happened to have a punt at the time of the flood taking away the bridge. The punt belonging to the Company had broken away from its moorings in the previous flood.
25. Then the Company are not in possession of a punt at present? A punt is to be launched to-day.
26. Since the destruction of the bridge the Company have constructed a punt? Yes.
27. In the event of this Bill passing, and until the completion of the bridge proposed to be erected, will the Company be in a position to keep the ferry open to the public? Yes, at all times. Our intention is to keep two punts, so that at all times there shall be one on each side of the river, and as soon as one crosses the middle of the river the punt at the other side is to start, empty or full.
28. By what engineer was the first bridge erected? Mr. David McBeath.
29. And the second structure? By Mr. Moriarty.
30. The eleven central piers remaining—whose work was that? Mr. Moriarty's.
31. Have you seen the plans prepared for the proposed bridge? No, I have not; they are in Mr. Moriarty's office, not finished yet, I believe.
32. Where is Mr. Moriarty? At Newcastle; I believe he was in the steamer, "City of Newcastle," which started for Newcastle yesterday, and returned to port on account of the bad weather. I may add, to what I have already stated, that the approaches are in a very bad state at the present moment, and it is intended to put them in repair at once if the Bill is carried.
33. *By Mr. Clements*: Are you aware whether anything has been done by the Government to these approaches since the last flood? No, nothing has been done by the Government.
34. *By Mr. Cummings*: Do you allude to the approaches to the bridge or the approaches to the punt? The punt, irrespective of the approaches to the bridge.
35. Are they in an impassable state? They are in a bad state.
36. I see by this Bill that the Company proposes to amend and put in passable repair these approaches? Yes.
37. Therefore, the Government will not be called upon to expend any money? No.
38. Is the Company in a position now to comply with the wants of the district for conveyance across the river? Quite so. A new punt is to be launched to-day.
39. *By Mr. Clements*: Are you aware what arrangements, if any, has been entered into between the Government and Mrs. Piesley as to the present working of the punt? From what the present Government told me, on application to them for assistance, they have allowed Mrs. Piesley to carry on the traffic. Mrs. Piesley was the late lessee of our bridge; and when the bridge was washed away, knowing she had a punt, and that many people thought she would make extravagant charges, I went to her and begged that she would put her punt on the river and charge only the fare charged on the late bridge; I told her that it would be best for her future benefit, because if she did otherwise it would aggravate the Government and the people. She did as we wished, and I believe everything has since been carried out as well as it could be under the circumstances.
40. I have a letter complaining of overcharge and great inattention in the working of the punt—are you aware of anything of the kind? Occasionally, but very rarely, the approaches being very bad; I have known a team to be stuck at one side of the river, and consequently the traffic could not be carried on with one punt as well as it could be done with two.
41. Have you heard of any attempts at extortion? Not one.
42. Have you heard that Chinamen have been charged a shilling a head, no matter what their number? I believe that has been the case.
43. Prior to the present arrangement, has it not always been usual to let this punt by tender, and for the lessee to pay for it? Prior to any bridge being opened it was let by auction.
44. Is there not great inconvenience occasioned by there being but one punt? Yes.
45. And your Company will be prepared, in the event of this Bill passing, to keep a punt at each side, without charging any increased rates over those formerly charged? Not a farthing more than was allowed by the previous Bill.
46. You mean the rates charged on the bridge? Yes.
47. What was the difference between the bridge rates and the rates allowed to the punts before the construction of the bridge? They were only payable once a day by the bridge, and every time by the punt.
48. Do you not think it is unfair that persons travelling long journeys should pay as much for one passage over the river, as those who go over eight or ten times a day? People who live in the district would often take a ride or drive across the water if they had to pay only once.
49. Why should those coming long distances pay for the pleasure or convenience of those residing in the neighborhood? They would pay ten times more in the year than travellers making long journeys.
50. *By the Chairman*: The charge over the bridge was payable only once a day? Yes.
51. *By Mr. Clements*: Were not the tolls on the bridge much larger than those originally allowed for the punt? No, the same toll exactly, but payable only once a day on the bridge.

52. Do you not think it would be an advantage and convenience to the public that the punt should start at certain times, as near as possible? Yes; I have said it is the intention of the Company at once to have two punts and a man in each, and when one crosses the middle of the river the other is to start, full or empty,—so that at all times there will be a punt at each side.
53. Speaking of the value of the material of the bridge lately destroyed by the flood, do I understand that it is the intention to erect a bridge of a similar character, or to confine yourselves exclusively to a pontoon bridge? A pontoon bridge is proposed at the present moment, but I would rather myself have a more permanent structure, if it is possible to get one. In the meantime, I believe, the intention is that we should place before the House the proposed plan as soon as it is ready.
54. *By the Chairman*: With regard to the Company having exclusive rights over a certain portion of the river, how has the necessity for that originated—why do you wish to have exclusive rights over a certain distance? Because other punts plying for hire would, of course, decrease the revenue derivable from the ferry to the Company.
55. When your bridge was first opened was there any competition by punts or otherwise? There was a punt in opposition to us. It was a defect in the first Bill that it never provided that, if the first bridge should be washed away, we should work by punts, and, consequently, one had as much right on the river as another.
56. When it was a Government ferry was anybody allowed to ply within a certain distance? Not within a mile.
57. And you ask for exclusive right for half a mile? Yes.
58. Would not a much less space be sufficient? Yes, even a quarter of a mile, or a couple of hundred yards.
59. *By Mr. Cummings*: The Company seeks for no further protection under this Act, as it appears to me, than the Government has on similar occasions adopted? No.
60. When the Government had a ferry at this place that ferry was let annually by lease? Yes.
61. Did the Government then protect the lessee from any invasion of his rights, by debarring other punts from working alongside the lessee's punts? Most decidedly so.
62. The Company seeks no more than the same protection? No.
63. By an Act the construction of a bridge across the Nepean River has been authorized? Yes.
64. The Company has expended on that work a large sum of money? Yes.
65. To the amount of £24,000? Yes.
66. At present that outlay is a dead loss to the shareholders? Yes.
67. And now, at a further expense of £10,000, they propose, for public convenience, to erect a pontoon bridge? Yes.
68. To enable them to do so, they seek in this Act for the protection the Government has hitherto established? Yes, exactly so. I may add that, prior to our getting the Bill at all, when the statistics of the punts were taken into consideration, the revenue derived by the Government from the tolls amounted to a mere nothing. It took quite as much money to keep them in punts, and to keep the approaches right, as the Government received from the punts. I believe you will find that in the first evidence on the Bill.
69. Was that during the time the Government managed the punts themselves? Yes. I mean when the Government sold the tolls by auction.
70. Their management turned out a dead failure? Yes, their management never gained anything to the revenue.
71. *By Mr. Clements*: Have the Government had the punts in their own hands since the first year of the gold discovery? No.
72. Was there not a great increase in the traffic then? That was not the reason of the difference. It came under my knowledge that when the tolls were put up to auction the lessees would come to an agreement among themselves to prevent the Government from getting the full value; they were deteriorated about one-third. One would get £50, and another £30, and so on, not to bid against the man that wanted it.
73. *By the Chairman*: The lessee bought off a number of parties from bidding against him, and so reduced the price? Yes.
74. *By Mr. Cummings*: I believe that has been frequently the case? Yes, it has come under my notice often.
75. *By Mr. Samuel*: Do you not think it would be a much greater advantage to the public to have a permanent bridge than a pontoon bridge? My opinion is that no bridge would stand when it came to be under water.
76. I refer to such a bridge as the floods would not touch. Would this Bill, as you submit it to the Committee, preclude the possibility of a permanent bridge, such as I speak of, being built, within the duration of this Act, within the limits of half a mile of the Company's bridge on either side? It would as it stands.
77. Do you not think it possible that another Company, or your own Company, might subscribe additional capital to build a permanent bridge? It is our intention, if this Bill passes, to do so; and I am in communication with Mr. Harbinger, an agent for suspension bridges from England; and if it is found expedient we would make an arrangement at once for a permanent bridge of that description in preference to putting up a pontoon bridge.
78. But if this Bill passes in its present shape it will prevent such a bridge being erected by anyone but yourselves for a period of forty years? Yes, I should imagine so.
79. Then if you were not disposed to do so it would be impossible for a permanent bridge to be erected within the distance of half a mile on each side of your bridge? Yes.
80. *By Mr. Clements*: In the event of railway extension over the river at that point, would this Bill affect it? ———.

Mr. J. T.
Ryan.

June, 1860.

- Mr. J. T. Ryan. 81. *By the Chairman*: I take it that the Company would have no objection to have a proviso inserted in your Bill allowing another bridge to be erected within any distance? Within any distance, if a permanent structure was mooted.
- 8 June, 1860. 82. Although, if you get your Bill, you will have an exclusive right to the tolls within a certain distance, you have no objection to a proviso allowing another bridge to be built even alongside yours? Not the slightest.
83. *By Mr. Flett*: Why do you ask such a long term as forty years—would not twenty years be sufficient? No; we have lost already £24,000, and the principal and interest of that sum, and the additional cost of a new bridge could never be repaid in less time than forty years.

TUESDAY, 12 JUNE, 1860.

Present:—

MR. CLEMENTS,

MR. MORT.

MR. CUMMINGS,

ROBERT THOMAS JAMISON, Esq., IN THE CHAIR.

Edward Orpen Moriarty, Esq., C.E., called in and examined:—

- E.O. Moriarty, Esq., C.E. 84. *By the Chairman*: You are a civil engineer? Yes.
- 12 June, 1860. 85. And are Engineer for Harbors and Rivers? Yes.
86. Were you the engineer for the late Nepean Bridge? Yes; I was the engineer under whom the repairs were carried out.
87. The first erection was not yours? No.
88. Do you know the person by whom it was first erected? By a person named McBeath.
89. That was carried away by a flood some three years ago? Yes.
90. You were then the engineer of the company to repair the bridge? To repair the parts that had been carried away.
91. How much of the first bridge was carried away? 290 feet of the centre, and about 40 feet at each end, where it joins the land. There was a detached part left on each side, 160 feet on one side, 140 on the other, to which the new work was joined.
92. In repairing the bridge, did you follow upon Mr. McBeath's plan? As to the height of the bridge—the height limited me—I could not alter the height.
93. Will you explain the difference between your's and Mr. McBeath's? I should explain that the bottom of the river is rock right across; Mr. McBeath attempted to drive piles on this rock, which of course was impossible, the piles were merely battered up at the end—they had no hold whatever at the bottom, but merely rested upon the rock. The result was, that the first heavy flood which came down swept away the centre part where the bridge rested upon the rock. When I went to work, I saw that the only way of putting down anything that would stand was to fasten the piers to the rock, to secure them down, which I did by means of a diving bell, and these piers have all stood; but the end portions, which had been constructed by Mr. McBeath—being 160 feet on one side, and 140 feet on the other—were swept away by a heavy flood, carrying away the whole of the deck with them.
94. You have seen the site of the bridge since the recent destruction? Yes.
95. How many piers of your work are still standing? Eleven.
96. That is the whole number? Yes.
97. Have you been consulted by the Company with reference to the re-construction of the bridge on that or on any other plan? Yes; I was asked by the Company to advise them in the matter, and as they do not seem in a position to put up a permanent bridge, I suggested that they might put up a pontoon bridge.
98. *By Mr. Clements*: For what reason do you conclude that they are not in a position to build a permanent bridge? I fancy the difficulty of raising money, which is very great.
99. *By the Chairman*: A permanent bridge could only be constructed at a very large outlay? I think about £15,000; that is a bridge above the reach of all floods.
100. *By Mr. Clements*: Not upon the level of the former bridge? No.
101. *By Mr. Cummings*: Above high-water mark? Above the reach of all floods.
102. *By Mr. Clements*: Would any portion of the present, or late structure be used? No further than the timber—the timber being on the spot a great portion of it might be used.
103. *By Mr. Cummings*: Of the framing and deck? Yes.
104. *By Mr. Clements*: Have you any idea what that would be worth? I dare say £1,500 or £2,000.
105. Would you erect a new bridge on the present site? Yes, or a little above it; I should keep a little higher up the river. For a bridge to be above everything there could not be a better site, as the rocky foundation would give a capital opportunity of carrying up stone piers.
106. *By the Chairman*: I see by one of the clauses of the Bill, you propose to construct the bridge wholly or in part of pontoons—can you explain that? We have not decided yet—at least I have not sufficiently examined the foundations to see whether the present piers might not be available—whether we might not bring back the deck, a considerable length of which is in one piece, and put it on the old piers, and connect that portion with the land on each side by means of pontoons.
107. In the event of that plan being adopted would the bridge be open for traffic at a higher level of the river than that at which punts can at present work? No, I do not think so.

108. Would it be equal? I think nearly equal. I can scarcely give a correct opinion upon the subject, for I have not seen the river at different stages of flood to ascertain what its rapidity is, or to judge how the punt could work. E.O. Moriarty,
Esq., C.E.
109. Supposing the river to be ten feet above the ordinary level, and the punts to be unable to work—would the pontoon bridge be able to work? I think not; but it would if not above six feet. 12 June, 1860.
110. *By Mr. Clements*: Could this be worked in the event of the river being unusually low? Yes, for the flaps at the end connected with the platform would rise and fall with the rise and fall of the river.
111. *By the Chairman*: In the event of your finding that the piers at present standing were not sufficiently secure, would you then construct a bridge resting wholly on pontoons? Yes.
112. *By Mr. Mort*: Would not a pontoon bridge be better than a bridge resting partly upon pontoons and partly upon piles? If a bridge rested wholly on pontoons, the pontoons would, in the event of a flood, have to be cast adrift at one end to lie alongside the bank, and allow the water full means of escape; besides by the present arrangement, if the piles are made available, the cost of building pontoons for the centre, a length of 290 feet, is saved.
113. *By Mr. Clements*: The width of the river is about 200 yards—is it not? Somewhere about that; I forget the exact length.
114. Have you seen pontoon bridges of any size? Yes, several.
115. On as large a scale as this would be? Much larger.
116. Are they found to answer? Yes; there is one on the Neva very much longer than this—at least there was one when I was at St. Petersburg.
117. *By Mr. Cummings*: Where the traffic is much greater? Yes, it is in the heart of St. Petersburg. There are also several on the Rhine, where there would be danger of constructing fixed bridges from the masses of ice.
118. And timber? On the Neva the chief danger is from the ice floating down the river.
119. *By the Chairman*: Have you seen any pontoon bridges in this Colony? Never.
120. Are you aware whether any have been constructed in the Colony? I cannot say that I am.
121. Of what do you propose to make the pontoons? Of timber—just ordinary punts.
122. Not of iron? Iron might be better, it would be more durable, but would be much more expensive.
123. In the event of your making timber pontoons, a quantity of the timber from the recent bridge would be available? Yes, nearly all of it. The decking of the late bridge would come in for the decking of the pontoons, the planks, and sides.
124. In erecting a pontoon bridge, do you propose to make it as wide as the present bridge? Yes, I should put on the deck just as it stood upon the former bridge.
125. That is about thirty-two feet? I do not like to say, as I have a bad memory for those things, but I think somewhere about that.
126. *By Mr. Clements*: Supposing the Company to be empowered to proceed to work, how long would it be before they would be able to open the bridge? It might be opened, I should say, in eight months; but there is great risk of labor. I am afraid we are likely to have a troubled labor market next year, and that we might have some difficulty in getting contractors.
127. Is it a work of such a nature that it could be proceeded with at once with extraordinary vigor? Yes, it might. I do not know exactly the state of the river now. A good deal would depend upon whether the river was perfectly clear, so as to enable parties to examine the foundation of the old piers. Before the bridge was carried away a part of the old work had risen six inches, and Mr. Fitzgerald directed me to have it examined at once, and to report upon it as soon as possible. I sent men to examine it, and they said the mud was so thick at the bottom that they could see nothing, and that, therefore, the matter had better be deferred. I agreed to that, but meantime the second flood came, and carried away the bridge. I have myself been down in the bell, and I know that when the water has been thick, it has been so dark that I could scarcely see the other man in the bell.
128. *By the Chairman*: Then, when you say the work could be completed in eight months, you mean supposing everything to be favorable? Yes; it might be that the water would not be sufficiently settled to enable us to do anything.
129. *By Mr. Clements*: But the pontoons and other work could be done? Yes. If we found the piers were so shaken or started from the bottom that they would not come in, it would take a great deal longer time to build pontoons for the whole bridge.
130. Under any circumstances you think it would not be ready by the next wool season? I am afraid not.
131. *By Mr. Mort*: I suppose it would take eighteen months to build a pontoon bridge? I dare say it would.
132. *By the Chairman*: Do you assist the Company with these plans in consequence of your previous engagement with them? Yes. I told the Company that my services would be quite gratuitous. I would not charge them for any assistance I might now give.
133. In fact you look upon yourself as bound in some measure to assist them out of their difficulties? Yes.
134. *By Mr. Clements*: You think you could suggest nothing better? Except a high level bridge; and I feel satisfied that that will ultimately be necessary.
135. *By Mr. Cummings*: Under all the present circumstances you recommend a pontoon bridge? Yes.

1859.

Legislative Assembly.

NEW SOUTH WALES.

TENDERS TO LEASE CROWN LANDS.

(CORRESPONDENCE RELATIVE TO REJECTION OF.)

Ordered by the Legislative Assembly to be Printed, 20 September, 1859.

RETURN to an Address of the Honorable the Legislative Assembly of New South Wales, dated 18 May, 1858, praying that His Excellency the Governor General would be pleased to cause to be laid upon the Table of this House,—

“Copies of all Correspondence between the Executive Government and any Commissioner of Crown Lands, or other person, on the subject of rejection of Tenders or Applications for Leases or Occupation Licenses, or of alleged delay or neglect on the part of any Commissioner of Crown Lands to report thereon.”

(Mr. Forster.)

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TENDERS TO LEASE CROWN LANDS.

No. 1.

COMMISSIONER O'CONNELL to CHIEF COMMISSIONER OF CROWN LANDS.

*Crown Lands Office,
Gayndah, 22 October, 1852.*

1. This tender is for land that would have been included under their original descriptions in the tenders of Mr. Stephens, but having amended these, (with that gentleman's consent,) as mentioned in my report of the 20th instant, on Cowanga, Mr. Scott's tender is open for acceptance.

Tender No. 2,
March, 1851.
Andrew Scott.
No. 2, Hornet
Bank, No. 1,
22,400 acres, to be
called Hornett
Bank, 17,280
acres.

2. I see no necessity for a reserve.

3. I recommend that the description of this run stands thus:—A rectangular block of land on the right or eastern bank of the Dawson River, commencing at a tree marked with a cross (×), and being the point at which a line at right angles to the river is drawn as the boundary between this run and that on Mr. Owen's, and from the before-mentioned tree by the corner of the river, upwards six miles, by four and a-half miles back from the river. 17,280 acres.

4. The land applied for is situated in the Unsettled Districts.

5. By the descriptions of this tender sent to me, three distinct blocks are included in one application, and I therefore report on each block separately,—with the exception of the third block which I cannot, as yet, report on.

6. I will take this opportunity of mentioning that Mr. Lyons' "Bungaban" tenders *might* come upon any part of the Dawson River, so far as the letter of their descriptions defines their localities, and I, therefore, in reporting on any Dawson River tender, presume the Bungaban tenders to have been rejected.

I am, &c.,

M. C. O'CONNELL,
Commissioner of Crown Lands.

THE CHIEF COMMISSIONER
OF CROWN LANDS,
Sydney.

No. 2.

CHIEF COMMISSIONER OF CROWN LANDS to MR. A. SCOTT.

*Crown Lands Office,
Sydney, 12 March, 1853.*

SIR,

As it appears from the report of Mr. Commissioner O'Connell that you have included in your tender of 1st February, 1851, for a run called Hornett Banks, three distinct runs, I have the honor to inform you that your tender has been declined.

2. This course would have been followed at the time of the opening of the tender, but the area and estimated capabilities given was understood to apply to the whole extent of country applied for.

I am, &c.,

GEO. BARNEY,
Chief Commissioner of Crown Lands.

MR. A. SCOTT,
Burnett District.

No. 3.

Commissioner's report on tender No. 8, September, 1853, from Andrew Scott, Hornett Bank, 16,000 acres.

Crown Lands Office,

Leichhardt, 1 November, 1856.

1. The land applied for in this tender is not under lease, nor applied for in any other tender.

2. There is no apparent necessity for a reserve.

3. The boundary requires the following amendment:—

Bounded on the east by a marked tree line running south from a tree marked by Commissioner O'Connell X on the south bank of the Dawson; on the north by five miles of the Dawson River to a tree marked Q by Commissioner Wiseman; on the west by a line running from the tree marked Q five miles parallel and equal to eastern boundary, to a tree in the scrub marked 2; on the south by a line from that tree, parallel and equal to northern boundary.

6thly. I desire to point out to the Honorable Board that Captain M. C. O'Connell, when Commissioner, reported favorably in 1852, or thereabouts, on this and the two adjoining runs, Hornett Plains and Hornett Creek, Nos. 9 and 10, Sept., 1853; but that Mr. Scott's tenders were rejected or sent back to him by the Board, because he had ignorantly tendered for the whole area, and had only offered one rent. Mr. Scott is not yet in legal possession, but he was the very first occupier, and has now many valuable improvements on the land. Some of his neighbours insist on it that Captain O'Connell reported favorably only on one run. Inform him that they have tendered for the land where his improvements are, and encroach thereon. Mr. Scott has come to me, and pointed out in a report written by me last year what my opinion on the subject was; but at that time I had not the abstract of the tenders in my office. I have now seen Captain M. C. O'Connell, in presence of Mr. Andrew Scott, and Captain M. C. O'Connell distinctly told me that he had reported favorably on all the three runs tendered for by Mr. Andrew Scott, and that he still thinks that person entitled to them. In this opinion I concur; and I venture to express a hope that the Honorable Board will, as soon as convenient, put Mr. A. Scott in legal possession, so that he may be enabled to contend successfully with his more intelligent neighbours.

8thly. The land applied for is in the unsettled District of Leichhardt, and I beg to recommend that this tender be accepted.

W. H. WISEMAN,

Commissioner of Crown Lands.

THE CHIEF COMMISSIONER
OF CROWN LANDS,
Sydney.

No. 4.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER WISEMAN.

Crown Lands Office,

Sydney, 13 January, 1857.

SIR,

In reply to your report of 1st November last, on tender No. 8, of September, 1853, from Mr. Andrew Scott, for a run in your district, called Hornett Bank, No. 1,— I have the honor to inform you that the tender of Mr. Andrew Scott, embracing three distinct runs, was recommended for acceptance by Captain O'Connell, but declined as excessive by His Excellency the late Governor General, on the recommendation of the Board, as intimated to Mr. Scott on the 12th April, 1853. Having been finally declined no claim can now be admitted as regards this tender.

2. The present tenders of Mr. Scott can only, by the Regulations, be dealt with upon their own merits, and on the Commissioner making a report upon the several points admitting of inquiry, as noticed in the Circular of Instructions.

I have, &c.,

GEO. BARNEY,

Chief Commissioner of Crown Lands.

THE COMMISSIONER OF CROWN LANDS,
Leichhardt.

TENDERS TO LEASE CROWN LANDS.

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No. 5.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER HALLORAN.

*Crown Lands Office,
Sydney, 23 July, 1857.*

SIR,

I beg to call you attention to my letter of the 13th January last, respecting tenders of Mr. Andrew Scott for runs named in the margin, and to request your reply at once, together with an explanation why you did not reply upon receipt of my letter, as it must have been in your power to do so.

I have, &c.,

GEO. BARNEY,

Chief Commissioner of Crown Lands.

THE COMMISSIONER OF CROWN LANDS,
Wide Bay and Burnett.

No. 1.

MR. J. SCOTT to COMMISSIONER O'CONNELL.

Drayton, 8 September, 1853.

SIR,

I have the honor to inform you that since seeing you at Crown Lands Office in Sydney, I have been over the country on Palm Tree Creek, Burnett District, tendered for by Sir C. Nicholson.

The scrub of which there is a considerable quantity upon the ground approaches in several places so closely to the creek as to circumscribe the available country very much, consequently, I consider that from six to ten miles frontage along the creek will be necessary to render a block capable of depasturing 4,000 sheep. I think you will not look upon this as too much when you bear in mind that the tenders embrace only one side of the creek.

As I find that some people in the neighbourhood have been in the habit of mistaking the Robinson Creek of Leichhardt for the Palm Tree Creek, and of calling the main creek the North Branch, I beg to enclose a diagram shewing the different creeks and the position of the several tenders.

You will see that the Robinson, which comes from the south of west, loses itself in a swamp from which several runners come out and join the Palm Tree Creek at eight or ten miles from its junction with the Dawson. I believe the rough sketch I have sent to be as nearly correct as possible.

As I am acting for Sir Charles Nicholson in this matter I shall feel obliged by your directing any communications you may think necessary either to him or to me at his residence, Sydney.

I have, &c.,

JOHN SCOTT.

M. C. O'CONNELL, Esq.,
Commissioner of Crown Lands,
Gaydah.

Mr. Commissioner Wiseman's Report.

I cannot discern that anyone has made such a mistake; everyone knows that the Robinson Creek alluded to by Dr. Leichhardt ran west, and that it falls into the Dawson much higher up. This creek called Robinson by Mr. Scott could not be taken for any other creek but Palm Tree Creek, because it is the only creek which has palms on both sides of it, the other branch or Ruined Castle Creek having but two near its junction. Dr. Leichhardt went up this Palm Tree Creek. This sketch is not quite correct, of course,—what Mr. Scott names Robinson's Creek is evidently Palm Tree Creek. This letter would mislead Captain O'Connell as he had not been there on the spot to see for himself. No one who ever rode up and down Palm Tree Creek could have the slightest doubt about which creek was Palm Tree Creek.

W. H. W.

No. 2.

No. 2.

BURNETT DISTRICT.

Commissioner's report on tender (October, 1850) from Charles Nicholson, No. 11, Lower Palm Tree, No. 1, 16,000 acres. No. 11, Lower Palm Tree Creek, No. 1, 16,000 acres.

*Crown Lands Office,
Gayndah, 25 November, 1853.*

1. This tender does not comprise any land now under lease or applied for in any previous tender,

2. I do not at present see a necessity for a reserve.

3. The description given sufficiently indicates the land tendered for, but I recommend that the length of the northern boundary be more clearly defined by altering the description of the starting point of the western line, thus—west by a line running about south from a marked tree on the creek about 7 miles from its junction with the Dawson; and, further, I think the southern boundary should be described thus—south by a line from a marked tree on the river Dawson, about 4 miles from its junction with Palm Tree Creek to a marked tree at south end of western boundary, the quantity of land will thus be 17,920 acres; but this excess is fully warranted from the scrubby nature of the country.

4. The land applied for in this tender is in the Unsettled Districts, and I beg to recommend it for acceptance, remarking that the tract of country tendered for in this, and the six other consecutive tenders of Sir Charles Nicholson's of the same date, is as yet quite unoccupied, and, therefore, that there may be some inaccuracies in the descriptions, at least, in regard to the decision of which is the true and main branch of the Palm Tree Creek, which can only be remedied by more exact local knowledge; and, as these tenders have, undoubtedly, priority of claim, and are for clearly defined rectangular blocks on Palm Tree Creek, I can see no reason for their longer remaining in abeyance. ("They should have remained in abeyance till the Commissioner had seen the locality.—W. H. W."*)

M. C. O'CONNELL,
Commissioner of Crown Lands.

Commissioner Wiseman's Report.

By this, Capt. O'Connell distinctly confines Mr. J. Scott to his boundary of Palm Tree Creek on the north, for immediately on the northern bank is the land tendered for by Mr. Goggs, in April, 1851, and Mr. J. M'Laren, in May, 1853.

If the three lower blocks called respectively Lower Palm Tree Creek, 1, 2, 3, are to be removed from Palm Tree Creek to another creek, which is most probably Ruined Castle Creek, what are to become of the four upper blocks consecutive or contiguous here mentioned? I hear they belong to Mr. Gordon Sandeman, who, as there is water on them, would scarcely like to lose them for country on a creek where there is scarcely any water or space.

Had Capt. O'Connell visited the country he would not have had the slightest doubt as to which really was Palm Tree Creek; it being unoccupied does not alter its natural features, nor is it any valid reason for there being an inaccuracy in the description. The runs are well described on the contrary, not the slightest foundation of a right to the piece of country lying on the northern bank of Palm Tree Creek is conferred on Mr. J. Scott by this award of Capt. O'Connell. There could be no uncertainty on any person's mind who had once seen the country as to which was really Palm Tree Creek. Sir Charles Nicholson's runs are by this bounded by Palm Tree Creek on the north, and as there can exist no doubt which is Palm Tree Creek, there can be no doubt where Sir Charles Nicholson's runs are.

No. 3.

TENDERS TO LEASE CROWN LANDS.

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No. 3.

BURNETT DISTRICT.

Commissioner's report on tender (October, 1850) from Charles Nicholson, No. 12, Lower Palm Tree Creek, No. 2, 16,000 acres.

*Crown Lands Office,
Gayndah, 25 November, 1853.*

1. This tender does not comprise any lands now under lease or applied for in other tender.
2. There is no apparent necessity for a reserve.
3. The descriptions given sufficiently indicate the land tendered for, but I would recommend that the size of the block be more clearly defined by the addition of these words—
“The whole forming a rectangular block of seven miles by four; quantity, 17,920 acres.”
4. The land applied for is in the Unsettled Districts, and I beg to recommend this tender for acceptance, remarking that it is one of the consecutive tenders alluded to in my report of this date on Sir Charles Nicholson's Palm Tree Creek, No. 1.

M. C. O'CONNELL,

THE CHIEF COMMISSIONER OF CROWN LANDS,
Sydney.

Commissioner of Crown Lands.

No. 4.

BURNETT DISTRICT.

Commissioner's report on tender (October, 1850) from Charles Nicholson, No. 13, Lower Palm Tree Creek, No. 3, 16,000 acres.

*Crown Lands Office,
Gayndah, 25 November, 1853.*

1. This tender does not comprise any lands now under lease or applied for in any previous tender.
2. There is no apparent necessity for a reserve.
3. The descriptions given sufficiently indicate the land tendered for, but as in the previous report, I recommend the addition of these words,—“The whole forming a rectangular block, 7 miles by 4, quantity 17,920 acres.”
4. The land applied for is in the Unsettled Districts, and I beg to recommend this tender for acceptance.

M. C. O'CONNELL,

THE CHIEF COMMISSIONER
OF CROWN LANDS,
Sydney.

Commissioner of Crown Lands.

No. 5.

MR. J. SCOTT to CHIEF COMMISSIONER OF CROWN LANDS.

*Lower Palm Tree Creek,
21 November, 1855.*

SIR,

I have the honor to inform you that Mr. Commissioner Wiseman, of the Leichhardt District, has stated that he does not recognise me as being in authorised possession of the three runs named in the margin, formerly in the Burnett District, but now comprised in the Leichhardt District.

Lower Palm Tree
Creek, Nos. 1, 2,
and 3.

He considers that the branch of Palm Tree Creek upon which my stock are at present depasturing should be named Ruined Castle Creek, because it is supposed that Ruined Castle Creek is one of the heads of the said branch, although no one, as far as I can ascertain, has traced the one creek into the other, and that the *South Branch* should be considered Palm Tree Creek; this I believe to be Robinson Creek.

I

I would beg to state that the runs in question were originally applied for by Sir Charles Nicholson, and that prior to their being reported upon, I, as his agent, carefully examined the country tendered for, and then forwarded the letter, of which the enclosed is a copy, to Captain O'Connell, who was at that time Commissioner of the Burnett District.

By referring to Captain O'Connell's report in the Crown Lands Office, you will see that he states that there is a doubt as to which is the main branch of the creek, but at the same time he amends the several tenders and recommends them for acceptance.

Upon the faith of this report, the three runs in question having been transferred from Sir Charles Nicholson's name to mine, I have occupied the country and gone to considerable expense in putting up buildings upon what I always considered the main creek, there being (with the exception of a hole a few feet in diameter) no water in the south branch within 21 miles of the Dawson.

My occupation does not interfere with anyone's rights, their being no accepted tenders for any country in the neighbourhood, consequently I trust that Captain O'Connell's recommendation will hold good.

As I understand that Mr. Commissioner Wiseman has been marking out runs on both sides of this creek, I would respectfully beg that any reports by him embracing both sides of any of the tributaries of of Palm Tree Creek may be reserved or withheld until it is clearly ascertained whether or not they include any portion of my runs named Lower Palm Treee Creek, Nos. 1, 2, 3.

I would respectfully urge upon your attention the importance to me of an early answer, as I have been forced to put a stop to all work, and have no means of preventing sheep from trespassing upon what I believe to be my licensed run.

I have, &c.,

JOHN SCOTT.

THE CHIEF COMMISSIONER
OF CROWN LANDS,
Sydney.

Commissioner Wiseman's Report.

Mr. Scott is in error, I shewed him his boundary, viz., Palm Tree Creek, and informed him that the ground on which he was building was not comprised in the land leased to him.

2. Anyone who attentively reads Dr. Leichhardt's work and sees the country must come to the conclusion which I do. I went up Ruined Castle Creek to the broken country, Mr. W. Miles, of Keniroul, informed me that he had been on the head of it, on some blocks of country tendered for by Mr. Bell, of Bergen-op-Zoom, that the rocks are so rugged and close to the creek that no horse could pass, but that he had no doubt on the subject that this creek was Ruined Castle Creek.

As Captain O'Connell never saw the country he could not form an opinion, and his allowing the lessee to take what boundary he pleased would be an interference with the rights of others.

When Mr. Scott began building the country was already occupied by Mr. McLaren, who was building thereon; I also informed Mr. Scott that it was hazardous in him building where he was, and this when his buildings were very little advanced.

There were tenders sent in for the piece of country which Mr. Scott persists belongs to him by lease, as Captain O'Connell never altered the description of the three runs leased to Mr. J. Scott, the public always believed that Mr. J. Scott's runs were bounded on the north by Palm Tree Creek.

When it was originally taken up for Sir Charles Nicholson, as the numerous fine lagoons on it were full of water and as the country was good, it was considered a very fine sheep run;—Why should not Mr. J. Scott have to abide by the bargain he made with Sir Charles Nicholson? If he has been deluded his remedy is against Sir Charles.

His application if granted by Government would interfere with other rights.

TENDERS TO LEASE CROWN LANDS.

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No. 6.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER WISEMAN.

*Crown Lands Office,
Sydney, 19 December, 1855.*

SIR,

I do myself the honor to refer you, for your information and report, the enclosed ^{Dated 21 Nov., 1855.} copy of a letter from Mr. John Scott, respecting his right of possession to the Lower Palm Tree Creek Runs, Nos. 1, 2, and 3, in your district. It seems to have been undetermined at the time of the acceptance of the tenders of Sir C. Nicholson which branch of Palm Tree Creek was to be regarded as the proper boundary of the Burnett District, and, aware of this uncertainty, Captain O'Connell seems to have left the question to be determined by the occupation of the lessee, whose applications were of prior date to any others.

2. You, while of course you compare the claims of the writer to the land described in his lease (descriptions enclosed), should be careful that the arrangements which may be made by you for the settlement of the tenders do not interfere with pre-existent rights.

I have, &c.,

THE COMMISSIONER OF CROWN LANDS,
Leichhardt District.

GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 7.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER WISEMAN.

*Crown Lands Office,
Sydney, 16 January, 1856.*

SIR,

With reference to my letter of the 19th ultimo, on the subject of certain tenders made by Mr. J. Scott for runs in your district, I do myself the honor to inform you that Captain O'Connell, having been shewn the papers in this case, has expressed his views in accordance with those already communicated to you, namely,—that Sir Charles Nicholson having been the first applicant for the country now occupied by his assignee, Mr. Scott, and the latter having, prior to the acceptance of the tenders, made the Government aware of the land he was desirous of occupying—his occupation, as far as the tenders will cover it, should not now be disturbed on the ground of a doubt as to what was at the time the proper boundary of the Burnett District, a doubt, be it observed, which the Government was not at the time in a position to determine; enclosed I transmit Mr. Scott's letter.

I have, &c.,

THE COMMISSIONER OF CROWN LANDS,
Leichhardt.

GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 1.

COMMISSIONER COLE to CHIEF COMMISSIONER OF CROWN LANDS.

*Crown Commissioner's Office,
Euston, Lower Darling,
31 October, 1854.*

SIR,

I do myself the honor to recommend for acceptance tender No. 34, of October, 1853, (William Ross,) and to state that I am not aware of any objection to the description given of the country indicated. It may be proper to remark that the report is made subject to the adjustment of the eastern boundary between Mr. Morris, the present superintendent of the stations on the Murrumbidgee, and Mr. Phelps, the first occupant of the country.

I have, &c.,

THE CHIEF COMMISSIONER OF CROWN LANDS.

S. COLE.
Commissioner of Crown Lands.

No. 2.

No. 2.

MR. WM. ROSS to CHIEF COMMISSIONER OF CROWN LANDS.

Meilman, 3 July, 1855.

SIR,

When in Sydney last March I called at the Crown Lands Office to learn whether two tenders for new runs named respectively Toylamboul and Bidura, which I had put in, had been accepted or not, and was informed that they awaited some further report than the one already furnished by the Commissioner of the district, but—that gentleman was at the time in Sydney—the matter would be settled on his being consulted. . . .

I now respectfully solicit that the result be made known to me at as early a period as convenient, and am,

Yours, &c.,

THE CHIEF COMMISSIONER OF CROWN LANDS,
Sydney.

WM. ROSS.

No. 3.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER COLE.

*Crown Lands Office,**Sydney, 26 July, 1855.*

SIR,

With reference to the amended descriptions sent to you of Mr. Morris' runs, I have the honor to request the favor of your report, in the usual manner, upon the enclosed letter of Mr. William Ross, requesting to be informed of the state of his tenders for two new runs in your district, called Toylamboul and Bidura.

I have, &c.,

THE COMMISSIONER OF CROWN LANDS,
Lower Darling.

GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 4.

COMMISSIONER COLE to CHIEF COMMISSIONER OF CROWN LANDS.

*Crown Commissioner's Office,**Euston, Lower Darling,**27 August, 1855.*

SIR,

In acknowledging the receipt of your letter of the 26th July last, on the subject of the country designated Toylamboul, I do myself the honor of stating that I have received no amended descriptions from Mr. Morris, and that I am not aware that any deviation should be made from the description furnished by Mr. Ross in his tender, No. 34, October, 1853, reported on in my letter of 31 October, 1854.

I have, &c.,

THE CHIEF COMMISSIONER OF CROWN LANDS.

S. COLE,
Commissioner of Crown Lands.

No. 5.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER COLE.

*Crown Lands Office,**Sydney, 10 October, 1855.*

SIR,

I have the honor to acknowledge the receipt of your letter of the 27th August last, respecting the Toylamboul run in your district.

2. It appears from the representations that have been made that the existing descriptions of runs under lease to Messrs. Mort & Co., are quite inapplicable to the country, the course of the River Laehlan having been mistaken by your predecessor. To accept tender or tenders abutting upon the runs thus uncertainly set forth would only have the effect of giving rise to litigation hereafter; I would, therefore, request that you will at once
visit

visit the country, and by reference to original applications for the several runs, and to what was the obvious intention of your predecessor in the descriptions prepared by him, adjust the boundaries of the frontage runs and those applied for beyond them in such a distinct manner as will admit of no doubt hereafter, and of the within tenders being accepted if it should prove that the land is available, without danger of encroachment upon the rights of existing occupants.

THE COMMISSIONER OF CROWN LANDS,
Lower Darling.

I have, &c.,
GEO. BARNEY.

No. 6.

MR. WM. ROSS to COMMISSIONER COLE.

Moulmein, Lower Darling,
31 March, 1856.

SIR,

I beg to propose to you, as annexed, what shall be considered the boundaries of the run of Toylamboul in your district, and agreeably to your wish I have made a considerable, and, to me, a very important abandonment of country in diminishing the area of Toylamboul.

In making this proposition I can conceive no difficulty whatever to arise in the settlement of the eastern boundary of the Toylamboul Run with Mr. Morris to whom I must remark to you I have made a concession of country, certainly not warranted on my part, and which was distinctly vacant waste lands of the Crown at the time I forwarded my tender, and was recognized by you in your recommendation of the acceptance of the tender to the Government. Under these circumstances, and if you sanction the altered and reduced boundaries of Toylamboul as set forth by me, I have no objection to make the concession so stated, with the view to a final arrangement or otherwise; I resume the boundaries as set forth in my original tender, and previously to the proposed reconstruction on his part of the boundaries of the runs of Mr. Mr. Morris' runs.

STEPHEN COLE, ESQ.,
Commissioner of Crown Lands,
Lower Darling District.

I have, &c.,
WM. ROSS.

Boundaries to be substituted for those stated in tender No. 34, October, 1853.

TOYLAMBOUL.

Commencing at a point 18 miles north from the north-west corner of the Waldaira Reserve, and bounded on the south by a line east 6 miles; on the east by a line north 16 miles; on the north by a line west 6 miles; and on the west by a line south 16 miles, being respectively 12 and 4 miles of the Bidura and Upper Lette Runs eastern boundaries.

No. 7.

COMMISSIONER COLE to CHIEF COMMISSIONER OF CROWN LANDS.

Crown Lands Office,
Euston, Lower Darling,
24 April, 1856.

SIR,

I do myself the honor to cover herewith a letter from Mr. William Ross, in 31 March, 1856. which he proposes to alter the boundaries of his run of Toylamboul, No. 34, October, 1853, so as to admit of the adjustment of its eastern side line with the western boundary of the back run of Yarrowal, of Messrs. Morris, Hood, and Mayne.

2. I beg to recommend the adoption of Mr. Ross' proposal with the view to the acceptance of his tender as reported upon in my letter of 31st October, 1854, and to submit that the same appears to be the most reasonable when considered with reference to the documents herewith transmitted.

3. It will be perceived by a letter dated 5th November, 1854, from a Mr. J. J. Phelps, covering a document dated 28th March, 1853, from Mr. John Christie, Mr. Wentworth's manager of these properties for many years, and a Magistrate of New South Wales, addressed to "J. Locky Phelps, Esquire," that he states—"the boundary which I have considered as existing between your runs and Mr. Wentworth's on the north side of the Murrumbidgee, is a line running north from marked tree 140, near Balranald Public-house, and extending 25 miles back," which is in a measure confirmed by the brother of Mr. Augustus Morris: Mr. James Morris in his letter of 30th June, 1854,—“I think we shall have to tender for an extension of our back runs in that neighbourhood; any information you can give me as to the boundaries of the runs in that locality will be thankfully received.”

This boundary, as shewn by the papers above quoted, will pass to the eastward of the eastern boundary line of Toylamboul as now proposed by Mr. Ross about 6 miles, and under these circumstances there appears no objection to the acceptance of the tender for Toylamboul as proposed to be amended in its description.

I have, &c.,

S. COLE,

Commissioner of Crown Lands.

COLONEL BARNEY,
Surveyor General.

No. 8.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER COLE.

Crown Lands Office,

Sydney, 25 July, 1856.

SIR,

With reference to your letter of the 24th April last, respecting the boundaries of Toylamboul Run in your district recommended to be leased to Mr. William Ross, I do myself the honor to inform you that the Government cannot accept a tender leaving the country in dispute between the tenderer and parties already holding the promise of lease.

The description given is moreover altogether by reference to bearing and imaginary lines, leaving the run altogether undetermined on the ground, and the question in that state which has been found, of all others, to be most conducive to subsequent uncertainty and litigation; I beg at the same time to refer you to the instructions conveyed in my letter of the 10th October last, and to request that you proceed to the ground in question, and determine the boundaries of existing runs as therein directed without delay.

I have, &c.,

GEO. BARNEY,

Chief Commissioner of Crown Lands.

THE COMMISSIONER OF CROWN LANDS,
Lower Darling.

No. 9.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER COLE.

Crown Lands Office,

Sydney, 29 January, 1857.

SIR,

I have the honor to draw your attention to my letter of the 26th July last, conveying to you instructions for the disposal of Mr. Wm. Ross' tender, No. 34, of October, 1853, for a run in your district called Toylamboul, and request that you will, at your earliest convenience, furnish me with your report, to enable me to dispose of the tender in question.

I have, &c.,

GEO. BARNEY,

Chief Commissioner of Crown Lands.

THE COMMISSIONER OF CROWN LANDS,
Lower Darling.

No. 10.

No. 10.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER COLE.

*Crown Lands Office,
Sydney, 16 July, 1857.*

SIR,
I do myself the honor to call your attention to my letter of the 29th January last, respecting the disposal of Mr. Wm. Ross' tender for the Toylamboul Run in your district, No. 34, Octr., 1853, and I beg to request your report upon this matter without further delay, the cause of the delay is to be stated.

THE COMMISSIONER OF CROWN LANDS,
Lower Darling.

I have, &c.,
GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 1.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER HALLOBAN.

*Crown Lands Office,
Sydney, 25 April, 1855.*

SIR,
With reference to the enclosed letter of Mr. H. B. Watson, requesting information as to the state of certain tenders sent in by him, I do myself the honor to request that you will supply the necessary information for the disposal of the tenders in question; your predecessor's reports must have miscarried in some of the stages through which they had to pass.

THE COMMISSIONER OF CROWN LANDS,
Wide Bay and Burnett.

I have, &c.,
GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 2.

COMMISSIONER HALLORAN to CHIEF COMMISSIONER OF CROWN LANDS.

*Commissioner's Office,
Tynana, 25 May, 1855.*

SIR,
In acknowledging the receipt of your letter, No. 55-1063, of the 25th ultimo, enclosing a letter from Mr. Henry B. Watson (herewith returned), respecting certain tenders of his for runs in this district, and requesting me to furnish you with the necessary information for the disposal of the tenders in question, I do myself the honor to forward you copies of the reports on these tenders made by the late Commissioner, who examined the country tendered for, containing the information you require. Not now accessible.

I beg to add that Mr. Watson never resided or occupied country in this district; and I believe is now in treaty with a gentleman, for the sale of the runs now under report, which are of a fair description.

THE CHIEF COMMISSIONER
OF CROWN LANDS,
Sydney.

I have, &c.,
ARTHUR E. HALLORAN,
Commissioner of Crown Lands.

No. 3.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER HALLORAN.

*Crown Lands Office,**Sydney, 6 February, 1856.*

SIR,

With reference to your letter of the 25th May last, respecting certain tenders from Mr. Henry B. Watson, for new runs in your district, I do myself the honor to request you to examine the descriptions originally given in the tenders of the applicant, and to compare them with the amended descriptions prepared by your predecessor. You will then be able to offer an opinion as to whether there has actually been such a conflict of the original tenders, and an adjustment of them, as to render it necessary under the 13th Section of Cap. of the Order in Council to offer the adjusted runs for fresh tenders, or whether the country indicated in the tenders has only been so far amended in descriptions as to admit of the tenders being accepted, subject to these amended descriptions.

2. Judging from the tenor of Mr. Bidwell's reports, it would seem as if the country had originally been so indefinitely described, that the tenders would have been inadmissible; if you should be of the same opinion, you should furnish a report to that effect, leaving the applicant to send in fresh tenders if he desires it.

3. The questions affecting the case depend so much upon the local features, that it is extremely difficult without a local knowledge to arrive at a decision regarding them.

I have, &c.,

THE COMMISSIONER

OF CROWN LANDS,

Wide Bay and Burnett.

GEO. BARNEY,

Chief Commissioner of Crown Lands.

No. 1.

MR. S. CALDWELL to CHIEF COMMISSIONER OF CROWN LANDS.

Morpeth, November 7, 1855.

SIR,

With reference to your letter 28th October, 1851, No. 12, acknowledging receipt of my tender for a new run in the District of New England, and known by the name of Wolston, Dingo Creek, which you say had been forwarded to the District Commissioner in accordance with the Regulations of the 1st January, 1848, I do myself the honor to request that you will be pleased to inform me what steps have been taken with regard to my tender now in question; I think four years a long time to wait for a reply to the application before-mentioned.

I have, &c.,

GEO. BARNEY, ESQUIRE,

Chief Commissioner of Crown Lands,

Sydney.

S. CALDWELL.

No. 2.

CHIEF COMMISSIONER OF CROWN LANDS to MR. S. CALDWELL.

*Crown Lands Office,**Sydney, 17 November, 1855.*

SIR,

In reply to your letter of the 7th instant, I do myself the honor to inform you that the Commissioner of the District has not yet reported upon your tender for a run called Woolston, Dingo Creek.

2. I have requested him to attend to the matter as early as possible.

I have, &c.,

MR. S. CALDWELL,

Morpeth.

GEO. BARNEY,

Chief Commissioner of Crown Lands.

No. 3.

No. 3.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER OF CROWN LANDS, NEW ENGLAND.

*Crown Lands Office,
Sydney, 17 November, 1855.*

SIR,

I do myself the honor to request the favor of your early report upon the abstract of tender by Mr. Samuel Caldwell, for a run called Woolston, of Dingo Creek in your district which was referred for your report on the 28th October, 1851. Usual printed letter forwarding tender for report.

GEO. BARNEY,

Chief Commissioner of Crown Lands.

THE COMMISSIONER OF CROWN LANDS,
New England.

No. 4.

MR. G. D. SKARDON, ACTING COMMISSIONER OF CROWN LANDS to CHIEF COMMISSIONER OF CROWN LANDS.

*Crown Lands Office,
Armidale, 15 December, 1855.*

SIR,

In returning you the enclosed letter from Mr. S. Caldwell, forwarded in your letter of the 17th ultimo, requesting my early report on a tender by Mr. Caldwell for a new run in this District, called Woolston, Dingo Creek, Dated 7th Nov. 1855. Herewith returned. No. 12, Oct., 1851.

2. I now do myself the honor to inform you that I can find no papers connected with this tender in the office, and I therefore beg to request you will be good enough to forward me a copy of the tender in question.

I have, &c.,

THE CHIEF COMMISSIONER
OF CROWN LANDS,
Sydney.

G. D. SKARDON,
Acting Commissioner of Crown Lands.

No. 5.

COLONIAL SECRETARY to MR. S. CALDWELL.

23 February, 1856.

Printed. Referred to the Chief Commissioner of Crown Lands your letter of the 18th instant, respecting a tender made by you for a certain run in the District of New England.

W. ELYARD.

MR. S. CALDWELL,
Morpeth.

No. 6.

MR. S. CALDWELL to COLONIAL SECRETARY.

Morpeth, 25 April, 1856.

SIR,

With reference to your letter of the 23rd February last, in answer to my letter of the 18th* of same month, relative to my tender for a new run situated in New England District, which letter had been sent to the Chief Commissioner of Crown Lands for his report thereon, I now do myself the honor to request that you will be pleased to inform me what has been the result of the Chief Commissioner's report alluded to; and at same time beg to state that I am laboring under great disadvantages on account of the matter being delayed so long. Praying His Excellency's favorable consideration, and your early answer, * Cannot be now obtained.

I have, &c.,

THE HONORABLE
THE COLONIAL SECRETARY,
Sydney.

S. CALDWELL.

[Transmitted to the Chief Commissioner of Crown Lands, Blank Cover, 5th May, 1856.—W. E.]

No. 7.

No. 7.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER MEREWETHER.

*Crown Lands Office,
Sydney, 8 May, 1856.*

SIR,

I do myself the honor to transmit the enclosed abstract of a tender from Mr. Samuel Caldwell, for a run in your district called Woolston, Dingo Creek, and request that you will be so good as to report upon it in the usual manner.

I have, &c.,

MR. COMMISSIONER MEREWETHER,
New England.

GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 8.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER MORIARTY.

*Crown Lands Office,
Sydney, 5 February, 1858.*

SIR,

The tender named in the margin appears by the records of this Office to await your report, and delayed pending the receipt of such report; and as such delay is productive of unnecessary reference indoors, and of dissatisfaction without, I am extremely desirous to be furnished with your report, or with an explanation of the occasion of the delay, for the satisfaction of the Honorable the Secretary for Lands and Public Works.

I have, &c.,

THE COMMISSIONER OF CROWN LANDS,
New England and M'Leay.

GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 9.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER MORIARTY.

*Crown Lands Office,
Sydney, 5 February, 1858.*

SIR,

I have the honor to draw your attention to my letter of the 8th May, 1856, transmitting an abstract of the tender named in the margin, and requesting your report thereon, and beg to state that, unless the required report be immediately received, it will be my duty to bring the subject under the notice of the Honorable the Secretary for Lands and Public Works.

I have, &c.,

THE COMMISSIONER OF CROWN LANDS,
New England and M'Leay.

GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 10.

COMMISSIONER MORIARTY to CHIEF COMMISSIONER OF CROWN LANDS.

*Commissioner's Quarters,
Armidale, 15 February, 1858.*

SIR,

I had the honor to receive a few days back your letter No. 58-40, of the 5th instant, requiring an explanation of the delay in reporting on the above tender; and by the following post I received your letter No. 58-457, of the same date, informing me that unless the report should immediately be furnished you would bring the subject under notice of the Government.

2. As the subject has seemed to you so important as to require that you should address to me two letters on the same day, complaining of delay, I have respectfully to beg that you will submit to the Honorable the Secretary as you have proposed, and that you will forward at the same time this explanation of the delay of which you complain.

3. I might have suggested that this being the only tender of old date remaining without a final report—of the seven years arrear remaining when a few months back I took charge of this district—I am hardly chargeable, *prima facie*, with delay, especially since you have not informed me of a decision having been come to in reference to any of those tenders, of the same and previous date, reported upon by me in the early part of October last.

4. But the facts of this case are, that I have twice been in the vicinity of the land applied for (assuming that there is any such land) with the object of reporting upon the tender, that the description has not enabled me to find it, that the heads of the Barnard on which it is situated (again supposing that there is any such run) comprise the most broken and difficult country in New South Wales, that I have had no communication from the applicant, and have been unable to find him, and that the arrear of duty—a paramount duty in the assessment of runs which I found on taking charge of this district, and have been enabled but partially to overtake—has had more pressing claims upon my attention than the particular tender at present in question, one which involves, if any, but a very inconsiderable interest, even if it should produce, as you observe, unnecessary references indoors, &c.

I have, &c.,

THE CHIEF COMMISSIONER OF CROWN LANDS.

A. ORPEN MORIARTY.

No. 11.

CHIEF COMMISSIONER OF CROWN LANDS to MR. S. CALDWELL.

*Crown Lands Office,
Sydney 31 July, 1858.*

SIR,

With reference to your letter of the 7th November, 1855, and my reply thereto of 17th of the same month, I have now to inform you that Mr. Commissioner Moriarty has reported that he is unable to identify the land as described in your tender for the Woolston Run, on the Dingo Creek, that he has had no communication from, and that he has been unable to find you.

You will therefore have the goodness to intimate to me whether you are prepared to point out the country described in your tender to the officer appointed to report thereon.

I have, &c.,

MR. S. CALDWELL,
Morpeth.

GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 1.

COMMISSIONER COLE to CHIEF COMMISSIONER OF CROWN LANDS.

*Crown Lands Office,
Euston, Lower Darling,
3 September, 1856.*

SIR,

I do myself the honor to report upon tender No. 39, of December, 1854 (James Tyson), and to submit that the same should be declined. Tyson's Back Run.

2. The country indicated by the description may be considered to be included in the accepted tender of W. C. Wentworth, for an area of country called the Back Run of Jreanbong, as intimated by your letter of the 31st October, 1851, No. 51-1751. Usual printed letter, accepting Mr. Wentworth's tender.

I have, &c.,

COLONEL BARNEY,
Surveyor General.

STEPHEN COLE,
Commissioner of Crown Lands.

No. 2.

No. 2.

COMMISSIONER COLE to CHIEF COMMISSIONER OF CROWN LANDS.

*Crown Lands Office,
Euston, Lower Darling,
4 September, 1856.*

SIR,

I beg to request that you will be good enough to furnish me with instructions for the disposal of tender No. 92, of August, 1850, William Peter.

2. The country indicated by this tender is already under lease to W. C. Wentworth, originally being comprised in the subsequent tender, No. 88, of October, 1850, "the back "ruu of Tuanbung."

3. The same tender, No. 92, of August, 1850, indicates or includes the same country described in tender No. 39, of December, 1854, recommended to be declined in my letter of 3rd instant, being an area of 50 square miles, described on the back line of Tyson's Run, and is the country situated directly at the back of that run.

4. It appears that the tender has been framed with a view of blocking in the frontage, Tyson's Run, as No. 93, of August, 1850, declined by the same party, was intended to block in No. 78, of May, 1850, Phelps & Chadwick, No. 1.

5. A general regulation or order, in respect to immediate back country of this description under similar and like circumstances, seems much required, to obviate the varied difficulties and inconvenience that arise to prevent the disposal of tenders, and for the suppression of subsequent disputes.

I have, &c.,

STEPHEN COLE,
Commissioner of Crown Lands.

COLONEL BARNEY,
Surveyor General.

No. 3.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER COLE.

*Crown Lands Office,
Sydney, 8 January, 1857.*

SIR,

With reference to your communication of the 4th September last, requesting instructions for the disposal of tender No. 92, of August, 1850, I have the honor to request that you will have the goodness to inform me if the applicant has ever taken any steps to follow up his tender, and if not whether, supposing the land to have been open to tender, the tender in itself open to any such objection as would have justified its being rejected.

Further, if the applicant is resident in the district, and if so, whether he will be willing to withdraw his tender, the land being under lease.

I have, &c.,

GEO. BARNEY,
Chief Commissioner of Crown Lands.

THE COMMISSIONER OF CROWN LANDS,
Lower Darling.

No. 4.

COMMISSIONER COLE to CHIEF COMMISSIONER OF CROWN LANDS.

*Crown Lands Office,
Euston, Lower Darling,
25 February, 1857.*

SIR,

In reply to your letter of the 8th ultimo, on the subject of tender No. 92, of August, 1850, I do myself the honor to state that it does not appear the applicant has ever taken any steps to follow up his tender, nor is he a resident in this district. No application by letter or personally has been received by me from the applicant in respect to the tender in question, nor can I trace that any had been made to my predecessor.

TENDERS TO LEASE CROWN LANDS.

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2. It may be proper to observe that the tender appears to me altogether speculative, and has been put in with a view of blocking in the frontage or Tyson's station. The applicant is not a lessee or licensee of waste lands in this district, and if ever possessed of the country he could not occupy it for the want of water, as it can only be made available during two or three of the winter months at most, when rain falls, which it does not always even in the winter in this district; and, as stated in the tender, is "available only during "wet seasons."

3. The description, moreover, does not indicate the country applied for, as "a line "west 10 miles to the north-west point of the run called Tyson's" would not touch that point, but terminate considerably to the north of it.

4. Under the foregoing remarks I beg to submit that under the circumstances whether the tender may not be declined with a view of its disposal.

I have, &c.,

STEPHEN COLE,
Commissioner of Crown Lands.

COLONEL BARNEY,
Surveyor General.

No. 5.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER COLE.

*Crown Lands Office,
Sydney, 23 July, 1857.*

SIR,

With reference to your report upon the tender of Mr. William Peter for Tyson's back run, which was recommended to be declined because the description did not indicate the land tendered for, I beg to inform you that Mr. Secretary Hay considers that the true reason for declining the tender was that under a subsequent tender the land had been granted to Mr. W. C. Wentworth. This seems to Mr. Secretary Hay to have arisen from neglect on the part of the late Commissioner M'Donald, but may have been caused by the irregularity of communication, so far back as 1850, with the distant district of Lower Darling.

2. Under the circumstance of the land having been licensed to another party Mr. Peter's tender is declined.

I have, &c.,

GEO. BARNEY,
Chief Commissioner of Crown Lands.

THE COMMISSIONER OF CROWN LANDS,
Lower Darling.

No. 1.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER BLIQH.

*Crown Lands Office,
Sydney, 13 January, 1857.*

SIR,

I have the honor to request that you will have the goodness to explain, for the information of the Honorable the Secretary for Lands and Public Works, why, in reporting upon Mr. O. Fry's tender for a run called Cobiquoi, you did not also report upon Messrs. Barnes and Fawcett's tenders, in which the Cobiquoi Run is said to be applied for.

I have, &c.,

GEO. BARNEY,
Chief Commissioner of Crown Lands.

THE COMMISSIONER OF CROWN LANDS,
Clarence River.

No. 2.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER BLIGH.

*Crown Lands Office,
Sydney, 15 September, 1857.*

SIR,

I have the honor to draw your attention to my letter of the 13th January last, No. 1827, requesting you to explain, for the information of the Honorable the Secretary for Lands and Public Works, why, in reporting upon Mr. O. Fry's tender for a run called Cobiquoi, you did not also report upon Messrs Barnes and Fawcett's tenders, in which the run in question is said to be applied for, and I beg to request that you will favor me with a reply thereto without further delay.

I have, &c.,

GEO. BARNEY,

Chief Commissioner of Crown Lands.

THE COMMISSIONER OF CROWN LANDS,
Clarence River.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER WISEMAN.

*Crown Lands Office,
Sydney, 26 February, 1857.*

SIR,

Referring to your letter of the 8th ultimo, requesting instructions with regard to the disposal of tenders for new runs in your district by parties failing to attend when summoned to shew their runs, I have the honor to inform you that I am afraid the only remedy available in the circumstances of an applicant failing to attend to explain his tender, will be to take the tender and deal with it without reference to the explanation of the applicant, and in the event of any tender so dealt with not containing in itself sufficient detailed information to admit of its acceptance, for you to furnish a report to that effect, to the end that the tender may be declined as not comprising a clear description of the land applied for, and of the boundaries of the same, as required by the Order in Council.

You should let it be understood, and yourself bear in mind, that it is to the tenders that you should look as the *matter* referred for your report, not as merely containing an intimation of *claims* requiring investigation. By following this, the rule obviously based on the Order in Council, you would probably find less difficulty in dealing with claims insufficiently defined, and of which the parties interested fail to afford you explanation necessary before a tender could be accepted, the absence of which would be a very sufficient reason for a tender being declined.

People cannot be compelled to attend the Commissioner, but if they were to understand that failing to attend to give him sufficient information in explanation, their tenders rest, and will be dealt with on their own merits, it is probable that a change for the better in this respect would be effected.

I have, &c.,

GEO. BARNEY,

Chief Commissioner of Crown Lands.

THE COMMISSIONER OF CROWN LANDS,
Leichhardt.

(Circular, No. 3.)

*Crown Lands Office,
Sydney, 26 February, 1857.*

SIR,

I have the honor to request that you will have the goodness to furnish me with the undermentioned returns:—

1st. Return shewing the number of runs remaining unassessed in your district on 1st January, 1857.

2nd.

2nd. Return shewing the number of tenders not reported upon in your district on 1st January, 1857.

Similar returns to be transmitted quarterly in future.

I have, &c,

GEO. BARNEY,

Chief Commissioner of Crown Lands.

TO ALL COMMISSIONERS
OF CROWN LANDS.

(Circular.)

Crown Lands Office,

Sydney, 12 May, 1857.

SIR,

It having been brought under the notice of the Government, that the attention of the Crown Lands Commissioners to their legitimate duties—viz., those required by this Department—is diverted by reason of their having likewise to attend to police business, I am directed to request that you will, with all despatch, dispose of the arrears now in your hands, and, as a preliminary, call the attention of the Magistrates of the Bench at which you are used to preside to the necessity for their lending every aid in the performance of the judicial duties.

2. I am also to instruct you to recommend to the Government such gentlemen for the Commission of the Peace as you may consider necessary to meet the requirements of the district, and eligible for the appointments, such recommendation to be addressed to me, marked *separate and confidential*.

GEO. BARNEY,

Chief Commissioner of Crown Lands.

TO ALL COMMISSIONERS
OF CROWN LANDS.

P.S.—Although I have, as directed, addressed to you the above circular, still, as new runs are always being taken up in your district, and arrears must be always accumulating, I would observe that I am not unmindful of this peculiarity in your position.

TO COMMISSIONER WISEMAN,
" HAILORAN,
" BOYLE,
" PERRY,
" COLE,
" O'CONNELL,
" WHITTY,
" JARDINE.

} The above postscript was addressed to these gentlemen.

(Circular, No. 11.)

Crown Lands Office,

Sydney, 14 September, 1857.

SIR,

Referring to circular dated 15th May last, I have again to urge you to forward the business of your district with all possible despatch; it is very important that reports on tenders and valuation of runs be completed by the close of the year.

2. The Government has determined to reduce the number of Commissioners employed, and the future prospects of those reduced, as far as Government employ is concerned, will very much depend upon the industry displayed in completing the work of their respective districts.

I have, &c.,

GEO. BARNEY,

Chief Commissioners of Crown Lands.

TO ALL COMMISSIONERS
OF CROWN LANDS.

TENDERS TO LEASE CROWN LANDS.

No. 1.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER COLE.

*Crown Lands Office,
Sydney, 1 July, 1857.*

SIR,

For the information of the Secretary for Lands and Public Works, you will have the goodness to explain why the tenders of Mr. Edmund Morey, Nos. 14, 15, and 16, of December 1852, which have been four years on hand, and are now declined as being identical with other tenders, reported on in August 1855, were not reported on in the year 1855, the case being then before you.

THE COMMISSIONER
OF CROWN LANDS,
Lower Darling.

I have, &c.,
GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 2.

COMMISSIONER COLE to CHIEF COMMISSIONER OF CROWN LANDS.

*Crown Lands Office,
Euston, Lower Darling,
1 September, 1857.*

SIR,

I do myself the honor to acknowledge the receipt of your letter of the 1st July last, No. 57-5632, and to report for the information of the Honorable Mr. Secretary Hay, that the tenders therein referred to, Nos. 14, 15, and 16, of December, 1852, were delayed conformable to the practice observed, as I understand it, for the disposal of tenders under similar circumstances, that the first tenders should be finally dealt with, before others of a subsequent date can be disposed of.

2. Tenders Nos. 79 and 80, of January, 1850, from the same party, describes the same country under different names, and were declined on the 7th April, 1856, in consequence of their identity with the prior tenders Nos. 36 and 37, of July, 1849, A. and D. Cameron, deceased, reported upon under special directions contained in your letter of the 10th January, 1855, No. 55-68.

3. It now appears that Mr. Morey has purchased of John Cameron, the next akin and assign of A. and D. Cameron, the interest in the tenders 36 and 37, of July 1849; so perfectly satisfied was he that he had no claim to the country under his tenders 79 and 80, of January, 1850, and 14, 15, and 16, of December, 1852, which are similar, and indicate the same country under different descriptions and varied areas.

4. Under the above circumstances it will be perceived that no injustice has occurred to Mr. Edmund Morey with the delay referred to, inasmuch as he has been personally informed at this Office that his tender would be declined; and that so far as his tenders, Nos. 79 and 80, of January, 1850, were affected, he knows that the neglect of his agent in Sydney, Mr. Benjamin Buchanan, is the occasion of their not being the prior tenders to those of Messrs. A. and D. Cameron.

COLONEL BARNEY,
Surveyor General.

I have, &c.,
STEPHEN COLE,
Commissioner of Crown Lands.

(Circular.)

*Crown Lands Office,
Sydney, 22 July, 1857.*

SIR,

I beg to inform you that Mr. Secretary Hay has recently expressed great dissatisfaction at the delay which has frequently occurred in reporting on tenders for new runs.

2. I have therefore to impress upon you the necessity which exists for your attention to this duty with every practicable despatch; and I have to request that you will always specifically report any reasons which may have prevented an earlier report than is usual and necessary.

TO ALL COMMISSIONERS
OF CROWN LANDS.

I have, &c.,
GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 1.

MR. J. SANDFORD to CHIEF COMMISSIONER OF CROWN LANDS.

*Nullee, Namoi River,
Wee Waa, 3 August, 1857.*

SIR,

I have the honor to inform you that I have received information that the tenders made by me for the two blocks of land, known as the Upper and Lower Tareen, have been refused, in consequence of Mr. Commissioner Whitty having reported that the country tendered for was part of the Nul Keribiddy Station, for which run a fourteen years' lease has been applied for by Mr. Henry Keyes.

I now beg leave to request that a survey of the aforesaid country be made with as little delay as possible, feeling assured that the runs I have tendered for, above-mentioned, will be found to be beyond the boundaries of the Nul Keribiddy Station.

THE CHIEF COMMISSIONER
OF CROWN LANDS.

I am, &c.,
JOHN SANDFORD.

No. 2.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER WHITTY.

*Crown Lands Office,
Sydney, 10 October, 1857.*

SIR,

I have the honor to request the favor of your report upon the enclosed letter from Mr. John Sandford, disputing the correctness of your report upon his tenders, Nos. 41 and 45, of December, 1856.

THE COMMISSIONER OF CROWN LANDS,
Wellington.

I have, &c.,
GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 3.

MR. J. SANDFORD to CHIEF COMMISSIONER OF CROWN LANDS.

*Post Office, Walgett,
27 November, 1857.*

SIR,

I very respectfully beg to state that I have applied for two blocks of land on the Tareen Creek, in the Wellington District, some time since, and been refused in consequence of Mr. Commissioner Whitty reporting that the place I tendered for was part of the Nul Keribiddy Run. I now very respectfully beg to say that Mr. Whitty has never seen the place, and any information he has received must be from interested parties. I feel confident that the place I have tendered for will be found to be more than five miles from the Barwin River. I believe Mr. Commissioner Whitty has been within forty miles of the place I tendered for. I would like to know what steps I had better take to have the place surveyed, as I feel confident it will be found to be more than five miles from the Barwin River.

THE CHIEF COMMISSIONER
OF CROWN LANDS,
Sydney.

I am, &c.,
JOHN SANDFORD.

No. 4.

No. 4.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER WHITTY.

*Crown Lands Office,
Sydney, 12 December, 1857.*

SIR,

I beg to draw your attention to my letter of the 10th of October last, forwarding for your report a letter from Mr. John Sandford, respecting two tenders he had sent in for new runs in your district, and to request your immediate attention thereto. I beg at the same time to forward a second letter from Mr. Sandford on the subject.

I am, &c.,

THE CHIEF COMMISSIONER
OF CROWN LANDS,
Wellington.

GEO. BARNEY,
Chief Commissioner of Crown Lands.

No. 5.

COMMISSIONER WHITTY to CHIEF COMMISSIONER OF CROWN LANDS.

*Crown Lands Office,
Molong, 14 January, 1858.*

SIR,

In acknowledging the receipt of your letters, dated respectively the 10th October, 1857, 2,324, and 12th December, 1857, 13,199, each enclosing a letter from Mr. J. Sandford, disputing the correctness of my reports on his tenders, as per margin, I do myself the honor to inform you my reports were correct, Mr. J. Sandford having described for the eastern boundary of "South Tareen" the Run "Muramin," consequently "South Tareen" would be identical with the Run "Nileumbide;" he having also described "Lower Tareen" to be bounded on the east by "South Tareen," it would be identical with the Run "Goonoo South."

I have written to Mr. Sandford, explaining the correctness of my reports on his tenders, and informing him of the unoccupied land in that part of my district, and enclosing a sketch of it.

I am, &c.,

THE CHIEF COMMISSIONER
OF CROWN LANDS,
Sydney.

H. WHITTY,
Chief Commissioner of Crown Lands.

No. 1.

CHIEF COMMISSIONER OF CROWN LANDS to COMMISSIONER OF CROWN LANDS, GWYDIR.

*Crown Lands Office,
Sydney, 5 February, 1858.*

SIR,

The tenders referred to in the enclosed list appear by the records of this Office to await your reports, and to be delayed pending the receipts of such reports, and as such delays are productive of unnecessary references indoors, and of dissatisfaction without, I am extremely desirous to be furnished with your reports, or with an explanation of the cause of the delay, for the satisfaction of the Honorable the Secretary for Lands and Public Works.

I have, &c.,

THE COMMISSIONER OF CROWN LANDS,
Gwydir.

GEO. BARNEY,
Chief Commissioner of Crown Lands.

TENDERS TO LEASE CROWN LANDS.

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List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
16, June, 1850	W. Harpur	(Unknown.)
17, " "	C. F. H. Smith & W. Harpur ..	Koobit.
18, " "	W. Harper	Moorordee.
20, " "	M. A. Burdekin	Willurie.
10, April, 1852	J. Ezzey	Cubener.
41, Oct., "	W. Griffiths	Merree Merree.
24, Dec., 1855	A. W. & F. N. Bucknell	Goratta, West
21, Mar., 1856	J. & R. Parnell	Bunaldoon.
28, July, "	R. Bligh	Una Goonal.

No. 2.

Similar letter, and same date, to the Commissioner of Crown Lands, Maneroo.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
114, Aug., 1850	S. Reeves	Willis.
33, Feb., 1851	J. M'Lachlin	Dillick Nurra.
75, May, "	W. Sherwin	Tantangea.
83, " "	H. J. A. Taylor	Tantangara.
84, " "	W. C. Herbert	Kiaudara.
85, " "	"	Kangangarra.
55, June, "	Horsley & Craske	Gibson Plain.
30, Oct., "	J. Coleman	Bradbon.
112, Aug., 1854	Rourke Delany	Adicumbe.

No. 3.

Similar letter, of same date, to the Commissioner of Crown Lands, Moreton and Darling Downs.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
9, Oct., 1848	J. McMillan	Weir Creek.
10, " "	A. Blake	Cycatus.
3, Dec., 1849	J. Smith	Murilla or Morimun.
7, Aug., 1851	A. Lloyd	Moriatt.
26, Jan., 1854	J. Ferritt	Bottle Tree Creek.
23, " "	J. A. Blyth	Mengurawa.
55, " "	"	Burianibilla.
48, May, 1855	Atkins, Jennott, & Gardiner	Tumbilla.
29, July, "	" " "	Tumbilla.
12, Oct., "	" " "	Upper do.
11, Mar., 1856	J. Ferritt	Bottle Tree Ranges.
62, Sept., "	Becke & Brown	Kingabilla Junction.
7, Mar., 1850	E. Bingham	(Not stated.)

No. 4.

TENDERS TO LEASE CROWN LANDS.

No. 4.

Similar letter, of same date, to the Commissioner of Crown Lands, Clarence River.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
11, Feb., 1850	R. Wilkin	Lower Myrtle Brook.
12, " "	"	Upper do.
23, Dec., "	J. Brown	(Not stated.)
33, April, 1851	M. Spearing	Undercliff.
17, Sept., "	W. Freeman	Langleybury.
6, Jan., 1852	H. B. Fitz	Undercliff or Rocky River Glen.
6, Mar., "	M. Spearing	Bookoo Koorarra.
6, May, "	W. Freeman	Langleybury.
8, June, "	C. H. Fawcett	Tyalgun.
12, July, "	"	Tyalgun.
4, Aug., "	W. Hindmarsh	Bondoin.
19, June, 1853	E. Norton	Peacock's Creek.
13, July, "	W. Yabsley	Devonport.
14, Nov., "	W. Beit	Tilgrivil & Blangrey.
9, Feb., 1854	A. Meston	Moonah.
6, June, 1856	O. Fry	Tullibadgery.
7, Nov., "	J. Hindmarsh	Highop.
4, Feb., 1852	H. B. Fitz	Undercliff.
5, " "	"	Boonooboo.

No. 5.

Similar letter, of same date, to the Commissioner of Crown Lands, Liverpool Plains.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
7, Nov., 1848	Sadler & Leamy	Lunella.
11, " "	E. Hungerford	Willah (back run.)
25, Jan., 1850	R. Eacher	Whorlmer.
17, Feb., "	D. Balsion	Billa.
9, April, "	W. Leamy	Darcey.
22, June, "	W. Lawson, senr.	(Not named.)
23, " "	J. Onus	Never Fail.
25, " "	J. Eather, senr.	(Not named.)
26, " "	Bather & Atkin	Mullingdock.
27, " "	M. Griffiths	Muggaree.
29, " "	J. Onus	Buggarie.
59, Aug., "	P. Adamson	Barraneel.
60, " "	H. Baldwin	Gunnerathaby.
61, " "	"	Pidgegangundy.
63, " "	R. Skuthorpe	Tootha.
64, " "	"	Thurra.
57, Sept., "	B. Richards	Miamongalindi.
58, " "	"	"
61, Oct., "	H. Baldwin	Eligal.
57, Jan., 1851	J. Ezzey	Tootha.
58, " "	W. Deacon	Tootha.
62, " "	C. Button	Gunnathaba.
63, " "	"	Therrie.
64, " "	"	Turrie.
65, " "	"	Turric.
66, " "	J. Pearce	Muerda Springs.
20, Mar., "	T. A. M. White	Werry.
21, " "	J. Johnson	Gunnigunnibri.
22, " "	M'Lean & Harthill	Mundoo Spring.
35, June, "	W. Sharpe	Back Mountain Creek.
11, Aug., "	J. Johnstone	Geri.
13, Oct., "	C. Button	Gunatha.
14, July, 1853	J. & E. Orr	Cookaboy or Arsoyme.
36, Mar., 1855	W. Baldwin	Goonathabic.
20, Jan., 1856	E. K. Cox	Goagra Pietro.
*24, Oct., 1854	C. W. Bucknell	Long Point.
*31, April, 1856	J. Hall	Micolo.
*29, Nov., 1855	E. Jonas	Westawaa North.
*11, Feb., 1856	G. Forrester	Tultiers.

* Awaiting amended descriptions.

No. 6.

TENDERS TO LEASE CROWN LANDS.

27

No. 6.

Similar letter, of same date, to the Commissioner of Crown Lands, Port Curtis.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
19, Mar., 1854	W. L. & C. L. Hay	Buckland.
20, " "	"	Kingsbridge.
21, " "	"	Efford.
22, " "	"	Jotness.
55, " "	J. Little	Greville Mountain.
56, " "	"	Rosedale.
57, " "	R. Little	Yebla Creek.
59, " "	J. A. Gwynne	Wervin.
60, " "	"	Urambulam.
61, " "	"	Tarnum.
62, " "	"	Boiyer.
82, " "	H. E. Carfield	Moorang.
83, " "	"	Goganga.
84, " "	"	Tarundee.
85, " "	"	Weirvon.
103, " "	P. Mackay	Morenish, No. 2.
104, " "	"	" No. 4.
105, " "	"	" No. 1.
106, " "	"	" No. 3.
150, " "	H. J. Herbert	No. 2.
151, " "	"	No. 1.
1, April, "	P. Mackay	Morenish, No. 4.
1, July, "	J. & J. Landsborough	Messinah.
2, " "	"	Littabella.
1, Sept., "	J. Little	Quinborough.
2, " "	R. Little	Ellenure.
1, Nov., "	P. Flemming	Maidstone.
2, " "	A. M'Nab	Pigholes.
3, " "	"	Gunderumuder.
4, " "	P. Fleming	Glencoe.
5, " "	"	Kilkenny.
1, Dec., "	J. D. Walker	Kiranur Coon.
3, " "	"	"
4, " "	"	"
6, " "	"	"
7, " "	W. M'Lachlan	Emu Vale.
8, " "	"	Minogo.
12, " "	R. & F. Blackman	Bonorrnan, No. 4.
1, Jan., 1855	J. P. Campbell	Juanbroe.
2, " "	"	Glencoe.
3, " "	"	Athol.
4, " "	W. H. A., G. A. P., & A. F. J. Hurst	Kildare.
5, " "	" "	Ohio.
6, " "	" "	Wilange.
7, " "	" "	Kenilworth.
8, " "	J. P. Campbell	Waverly.
1, March, "	"	"
2, " "	W. H. A., G. A. P., & A. F. J. Hurst	Kenilworth.
3, " "	"	Kildare.
4, " "	J. P. Campbell	Glencoe.
5, " "	W. H. A., G. A. P., & A. F. J. Hurst	Wilange.
6, " "	J. C. Campbell	Athol.
7, " "	"	Ivanhoe.
8, " "	W. H. A., G. A. P., & A. F. J. Hurst	Ohio.
30, May, "	J. P. Campbell	Saint Laurence.
31, " "	"	Dundee.
32, " "	"	Massachussett.
33, " "	"	Montrose.
34, " "	C. Allingham	Rock Vale.
35, " "	"	Dingle.
36, " "	"	Coondong.
37, " "	"	Pettigon.
1, July, "	J. C. Campbell	Tivoli.
2, " "	"	Tooolombah.
3, " "	"	Borenia.
4, " "	"	Pauuca.

TENDERS TO LEASE CROWN LANDS.

No. of Tender.	Name of Tenderer.	Name of Run.
6, July, 1855	W. H. Walsh	Turkey.
7, " "	"	Widcot.
8, " "	"	Farrington.
9, " "	"	Radley.
1, Dec., "	W. Landsborough	Tablemont.
1, April, 1856	J. Little	Demon Hill.
2, " "	W. J. Charlton	Wagoon.
3, " "	"	Chin Chin.
4, " "	W. Little	Mount Maria.
1, Aug., "	J. L. Hay	Earlsfield.
2, " "	"	Huntington.
1, Sept., "	E. O. Moriarty	Rotherham.
2, " "	"	Stillington.
3, " "	"	Selby.
4, " "	"	Shereburn.
5, " "	"	Falkland.
6, " "	Connor & Bridges	Waterloo.
7, " "	"	Quatre Bras.
8, " "	"	La Belle Alliance.
9, " "	"	Hougomont.
10, Sept., "	A. B. J. Chauvel	Uxbridge.
1, Oct., "	W. Landsborough & G. Rankin...	Goldfinchwick.
2, " "	" "	Shoalwater.
3, " "	" "	Babyon.
4, " "	" "	Banbyra Plain.
5, " "	" "	Statenester.
6, " "	" "	Box Forest.
7, " "	W. Brown	Britton.
8, " "	W. Landsborough & J. Rankin...	Robustus.
9, " "	W. J. Elliott	Canoona, block 1.
10, " "	W. Brown	Keguham.
11, " "	W. Landsborough & J. Rankin...	Hummock.
13, " "	W. J. Elliott	Canoona, block 7.
14, " "	W. Landsborough & G. Rankin...	Elier.
15, " "	W. J. Charlton	Chin Chin, No. 2.
16, " "	"	Wagoon, No. 1.

No. 7.

Similar letter, dated 12 February, 1858, to the Commissioner of Crown Lands, Maranoa.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
37, Aug., 1850	J. Taylor	Hap Hazard.
28, Sept., "	G. S. Lang	Upper Horse Track, 1.
40, " "	"	Sandy Creek, 8.
22, Oct., "	C. Nicholson	Upper Horse Track, 9.
23, " "	"	" 10.
24, " "	"	" 11.
25, " "	"	" 12.
7, Dec., "	C. Coxen	Upper Yalebonc, 1.
8, " "	"	" 2.
15, Jan., 1851	C. Button	Mullamala.
16, " "	"	Mullala.
32, " "	G. S. Lang	Moondo.
33, " "	"	Teemboli.
49, May "	J. O. Mitchell	Triangle.
50, " "	"	Yulebatha.
51, " "	"	Moorunda.
52, " "	"	Orckingron.
54, " "	C. Nicholson	West Suraniga.
22, June, "	Wilson & Bingham	"
23, " "	D. W. Campbell	Table Waters South.
14, Sept., "	C. Coxen	(Not named.)
3, Jan., 1852	"	Deepwater.
11, Mar., 1853	Atkins, Jennott & Gardiner	Ultimo.
12, " "	"	Brigalow Scrub.

TENDERS TO LEASE CROWN LANDS.

No. of Tender.	Name of Tenderer.	Name of Run.
16, Mar., 1853	C. Coxen	Upper Yahoo.
17, " "	"	Willo Willo.
8, Oct., 1855	R. Fitzgerald	Thimby.
10, " "	Atkins, Gardiner & Jennott	Lower Teelbar.
11, " "	" "	Upper Teelbar.
17, Jan., 1856	" "	Farrawell.
18, " "	" "	Padda Moulin.
56, Sept., "	P. Brennan	Wagaiby.
64, Feb., 1849	E. Trevithan	Miller's Creek Fork.
65, " "	"	Miller's Creek.
66, " "	"	Upper do.
1, June, "	Sandeman & Smith	Yulebar, No. 1.
2, " "	"	" No. 2.
10, April, 1850	W. Leamy	Tanagi or Mudhole.

No. 8.

Similar letter, of same date, to the Commissioner of Crown Lands, Leichhardt.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
5, Mar., 1854	Hay & Holt	Mooshun.
8, " "	"	Coongan.
9, " "	"	Gundatharian.
17, " "	"	Wooncammoa.
139, " "	C. Clarke	Claremont.
140, " "	"	Eton Vale.
2, April, "	W. Kirchner	Pyramid.
6, " "	"	The Downs.
8, " "	J. D. Mactaggart	Inverary.
9, " "	"	Kilkiman.
10, " "	"	Ardehattan.
11, " "	"	Kilchrist.
12, " "	W. H. Walsh	Exillton.
13, " "	W. M. Dorsey	Hinckley.
14, " "	"	Sandy Creek.
15, " "	"	Western Creek.
17, " "	W. Kirchner	The Castle.
18, " "	"	The Plains.
19, " "	W. H. Walsh	Devento.
20, " "	"	From the Boyne.
2, June, "	W. P. Bouverie	Boocarboo.
5, " "	J. D. Mactaggart	Limecraigs.
6, " "	"	Ugrdale.
7, " "	"	Ballyshan.
8, " "	"	Uigle.
9, " "	"	Largu.
10, " "	W. P. Bouverie	Coolerroo.
11, " "	J. Pullen	Botherambo.
12, " "	"	Bundallecr.
13, " "	"	Balpamrah.
14, " "	"	Willpeena.
15, " "	"	Binjegang.
16, " "	"	Yarrabbee.
17, " "	"	Benkinbeen.
18, " "	"	Jillinbah.
5, July, "	W. J. & G. M. Elliott	Reiby.
6, " "	"	Waratah.
15, " "	W. Forster	Banyan Creek.
16, " "	H. P. Bouverie	Cooberoo "
17, " "	"	" "
18, " "	"	" "
19, " "	"	Alligator.
15, August, "	A. B. Brown	Pastorale.
16, " "	"	L'Ete
17, " "	"	Crescendo.
18, " "	"	La Poule.

TENDERS TO LEASE CROWN LANDS.

No. of Tender.	Name of Tenderer.	Name of Run.
19, Aug., 1854	A. B. Brown	Pastorale.
20, " "	"	Virginia.
21, " "	"	Mergin Sliaca.
22, " "	"	Tennessee.
23, " "	"	Hamlet.
24, " "	H. H. Brown	Hades.
25, " "	"	Gilead.
26, " "	"	Ephraim.
27, " "	"	Brown's Lower Run.
28, " "	"	Tartarus.
29, " "	"	Manasses.
30, " "	"	Brown's Lowest Block.
31, " "	"	" Upper Run.
33, " "	G. L. Lethbridge	Denby.
34, " "	Kelman & Carter	Tangata Taloma.
35, " "	"	Dyrring.
36, " "	"	Derryby.
37, " "	"	Tangata Taloma.
38, " "	"	"
41, " "	"	Denby.
42, " "	"	Wallah.
44, " "	"	Denby.
45, " "	"	Teatree.
46, " "	"	Dyrring.
47, " "	"	Wagoon Creek.
48, " "	"	Peak Downs.
51, " "	"	Turtle Creek.
52, " "	"	Dyrring.
55, " "	"	"
58, " "	"	Wallah.
59, " "	"	Denby.
63, " "	G. N. Leving	Blackboy Creek.
64, " "	"	Longlands.
65, " "	W. Mills	Tamea Creek or Double Post.
66, " "	"	" or Bell Mount.
67, " "	"	" or Sugar Loaf.
72, " "	S. Rickett	Bailing.
73, " "	"	Plegdell.
3, Sep., "	W. J. & G. M. Elliott	Raby.
4, " "	"	Warratah.
5, " "	R. J. Smith	Owl.
6, " "	"	Crow.
7, " "	"	Hawk.
8, " "	"	Tomtit.
9, " "	"	Magpie.
10, " "	"	Swallow.
1, Octr., "	F. Wildash	Emu Creek, Block No. 4.
2, " "	"	" No. 5.
3, " "	"	" No. 6.
4, " "	C. J. Clarke	Llangollen.
5, " "	"	Llandilo.
6, " "	"	Killarney.
7, " "	F. Wildash	Emu Creek, Block No. 3.
8, " "	"	" No. 2.
9, " "	"	" No. 1.
10, " "	"	Theresa Creek.
11, " "	H. P. Bouverie	Bouow.
12, " "	"	Bonowman.
13, " "	"	Waregar.
19, " "	C. J. Clarke	Mount Pleasant.
6, Novr., "	H. Walker	Wungi.
8, " "	Hay & Holt	Bolaria.
9, " "	J. Gardiner	Carbine Creek, Block No. 6.
10, " "	"	" No. 4.
11, " "	W. M. Dorsey	Hannilwood.
12, " "	J. Gardiner	Carbine Creek, No. 3.
13, " "	"	" No. 1.
14, " "	"	" No. 2.
15, " "	"	" No. 5.
9, Jany., 1855	D. Bell	Ruined Castle Creek, No. 1.
10, " "	H. Buckley	Roscommon.
11, " "	"	Dewsbury.

TENDERS TO LEASE CROWN LANDS.

No. of Tender.	Name of Tenderer.	Name of Run.
12, Jan., 1855	H. Bracker	Strathmore, No. 2.
13, " "	"	" No. 1.
14, " "	"	" No. 4.
15, " "	"	" No. 3.
16, " "	D. Bell	Ruined Castle Creek, No. 2.
17, " "	J. King	Palmyra.
18, " "	"	Manga.
19, " "	"	Yana.
20, " "	"	Marlo.
21, " "	"	Moora.
9, March, "	F. Bracker	Nangal, West.
10, " "	"	" East.
11, " "	"	Mara, West.
12, " "	"	" East.
13, " "	"	Millerbong, West.
14, " "	"	" East.
15, " "	"	Bora, West.
16, " "	"	" East.
17, " "	"	Kirwan, East.
18, " "	"	" West.
19, " "	"	Napean, East.
20, " "	"	" West.
21, " "	G. Allingham	Mungun.
22, " "	"	Bald Mountain.
23, " "	"	Western Creek.
24, " "	"	Manalpa.
25, " "	"	Bottle Tree Hill.
26, " "	"	Boura.
1, April, "	H. Walker	Merogari.
9, May, "	C. Allingham	Haulk Vale.
10, " "	"	Bottle Hill.
11, " "	"	Prospect Creek.
13, " "	"	Bora.
15, " "	W. F. Kennedy	Killeny.
16, " "	"	Howth.
17, " "	"	Cloudalkin.
23, " "	H. C. Corfield	Gogavgo.
25, " "	W. F. Kennedy	Naas.
27, " "	"	Glosnevin.
28, " "	"	Leixly.
29, " "	"	Drumcondra
5, June, "	W. B. Young	Open Flats.
6, " "	W. F. Kennedy	Bolero.
7, " "	"	Wambrook.
8, " "	W. B. Young	Miall Ridge.
9, " "	"	Figtree Flat.
10, " "	"	Saltbush Flat.
11, " "	"	Grasstree Flat.
12, " "	"	West Ridge.
13, " "	"	Pinetree Ridge.
10, July, "	J. Rickett	Hurrive.
11, " "	J. Thompson	Scrubby Plains.
9, August, "	J. Frazer	Glengollan.
10, " "	"	Cowall.
11, " "	"	Glensck.
12, " "	T. Frazer	Copemantore.
13, " "	"	Phibsburgh.
14, " "	"	Charleton.
15, " "	"	Westborough.
16, " "	"	Westerton.
17, " "	"	Clanfield.
18, " "	"	Yanowal.
19, " "	"	Westend.
20, " "	"	Alma.
21, " "	"	Balaklava.
22, " "	"	Inkerman.
23, " "	"	Eupatoria.
24, " "	"	Circassia.
25, " "	"	Victoria.
26, " "	"	Crimea.
27, " "	"	Varna.
28, " "	"	Scutari.
29, " "	"	Gallipoli.

TENDERS TO LEASE CROWN LANDS.

No. of Tender.	Name of Tenderer.	Name of Run.
30, Aug., 1855	T. Frazer	Malta.
31, " "	"	Algeria
32, " "	"	Burramunda.
33, " "	"	Darago.
34, " "	"	Galong.
37, " "	"	Toyango.
38, " "	"	Munya.
39, " "	"	Mobing.
42, " "	"	Wandangue.
43, " "	"	Manajow.
44, " "	"	Baromabin.
45, " "	J. Frazer	Huntington.
46, " "	"	Virginia.
47, " "	"	Church Hill.
48, " "	"	Greenburn.
49, " "	C. C. Macdonald	Pialla.
50, " "	"	Warroon.
51, " "	"	Overton.
52, " "	"	Tomago.
53, " "	"	Overton.
54, " "	"	Marcoon.
55, " "	"	Pialla.
56, " "	"	Tomago.
57, " "	Miller & Turnbull	Gibugalore.
58, " "	"	Erkfield.
59, " "	"	Kinfairns.
60, " "	J. Miller	Lockee.
62, " "	"	Blackmen's.
63, " "	E. J. & E. M. Royals	Bogaroom.
66, " "	G. Bowman	Swamp Creek.
67, " "	"	Spring Creek.
68, " "	"	Broadwater.
69, " "	J. Rickett	North Woald.
70, " "	R. Alexander.	Boonda Boonda.
71, " "	"	Runba.
72, " "	"	Yana Yana.
7, Sept.,	J. Dolan	Rocky Lagoon.
1, Nov.,	J. Frazer	Chunah.
2, " "	G. N. Living	Richmond.
3, Dec.,	J. Frazer	North Eask.
4, " "	"	South Eask.
6, " "	J. Thompson	Kumana.
8, " "	"	Doonanba.
9, " "	"	Uden.
10, " "	R. Kelly	Nodnol.
11, " "	"	Kelly.
1, Jan., 1856	J. Scott	Eastham.
2, " "	C. R. & W. O. G. Haly	Craig's Creek.
3, " "	"	Brush Creek.
4, " "	"	Glen Haughton.
5, " "	"	Sportsman's Vale.
6, " "	W. H. Coxen	Teatree Camp.
7, " "	J. King	Bingley.
10, " "	"	Oldown.
11, " "	J. Sandeman	Nicholton.
12, " "	"	Scotland.
13, " "	"	Langton.
14, " "	"	Charleston.
37, " "	J. Rickett	Tuum Tuum.
38, " "	"	Bogan Bogan.
39, " "	"	Cooyun Cooyun.
40, " "	"	Munabar.
41, " "	"	Keecooman Keecooman
1, Mar.,	Miller & Turnbull	Leggeyden.
2, " "	J. A. McArthur	East Kianga.
3, " "	Miller & Turnbull	Miegdrum.
5, April,	Scott & Frazer	Wagram.
2, May,	A. Scott	Lin's Forest.
3, " "	"	Congandon.
6, " "	"	Cannall.
59, " "	W. B. Tooth	Babia (Back Run.)
68, " "	"	Olinda "
1, July,	J. Balfour	Dawson Vale.

TENDERS TO LEASE CROWN LANDS.

33

No. of Tender.	Name of Tenderer.	Name of Run.
3, Aug., 1856	G. L. Lethbridge	Denly Block, No. 6.
4, " "	"	" No. 4.
5, " "	"	" No. 2.
6, " "	"	" No. 3.
7, " "	"	" No. 1.
8, " "	"	" No. 5.
9, " "	C. Coxen	West Comet.
10, " "	"	Mataa.
11, " "	"	Yulgathaa.
12, " "	"	Nenbaa.
13, " "	"	Yulgatha, East.
14, " "	"	Mataa, East.
15, " "	"	East Comet.
16, " "	Serocold & Mackenzie	Upper Dawson.
17, " "	W. J. Elliott	Lower Bittern Creek.
18, " "	F. E. Isaac	Baam Baam.
19, " "	"	Bulimbaa.
20, " "	W. J. Elliott	Upper Bittern Creek.
21, " "	H. Scholfield	Mianbaa.
22, " "	"	Woolabaa.
23, " "	"	Toombaa.
24, " "	"	Meroo.
25, " "	"	Widerege Widerege.
26, " "	J. P. Campbell	Linden.
27, " "	"	Yatton.
12, Sept., "	Connor & Bridges	Hougoumont.
14, " "	"	Quatre Bras.
16, " "	J. Reid	Bungoobooloo.
17, " "	"	Wanmundoo.
18, " "	"	Udloon.
19, " "	"	Arranbunba.
23, " "	J. P. Campbell	Cockenzie.
24, " "	Connor & Bridges	Picton.
25, " "	J. Reid	Boam.
26, " "	Connor & Bridges	Anglesca.
27, " "	"	Waterloo.
29, " "	"	La Belle Alliance.
31, " "	P. Jackson	Glenmorrall.
17, Oct., "	H. W. A. Hurst	Kildare.
18, " "	"	Kenilworth.
19, " "	"	Ohio.
20, " "	"	Wilange.
21, " "	Landsborough & G. Ranken	Mount Marlingspike.
22, " "	"	Eastward.
23, " "	T. Rickett	Eriecego.
24, " "	"	Cunumbur.
25, " "	"	Boppore.
26, " "	"	Kidderminster.
27, " "	Landsborough & Rankin	Tunchonester.
28, " "	"	Stephens.
29, " "	"	Bowater.
30, " "	"	Bricklow Point.
31, " "	"	Heydom.
32, " "	"	Backong.
33, " "	"	Newwater.
34, " "	"	Cooperdean.
35, " "	"	Quinchester.
36, " "	"	Rockeronnett.
37, " "	"	Onacourse.
39, " "	"	Nebo.
40, " "	W. Kelman	Narawy.
41, " "	R. H. Bridges	Deadman's Creek.
42, " "	Landsborough & Rankin	Mount Needle.
43, " "	"	Ox Downs.
44, " "	"	Coxendean.
45, " "	"	Hugh's Creek.
46, " "	"	Level Bank.
47, " "	"	Homechester.
1, Nov., "	C. L. Hay	Rockett Creek.
1, Dec., "	J. Rickett	Fuchley.
2, " "	"	Hounslow.
3, " "	Serocold & Mackenzie	Spring Creek, No. 2.
4, " "	"	Cabbage Tree Creek.

TENDERS TO LEASE CROWN LANDS.

No. of Tender.	Name of Tenderer.	Name of Run.
6, Dec., 1856	T. Rickett	Bromsgrove.
7, " "	"	Bemdyly or Beeadly.
8, " "	H. C. Corfield	Riverton.
9, " "	J. P. Campbell	Claverhouse.
10, " "	"	Montrose.
11, " "	"	Massachussett.
12, " "	"	Glencoe.
13, " "	"	Tivoli.
14, " "	"	Ivanhoe.
15, " "	"	Dundee.
16, " "	"	Athol.
17, " "	Fitz & Connor	Gibberland.
18, " "	J. P. Campbell	Tooloombah.
19, " "	"	Wavly.
20, " "	F. E. Isaac	Expedition Creek, No. 2.
21, " "	"	Colembic.
22, " "	"	Expedition Creek.
23, " "	"	Ulembrie.
24, " "	J. P. Campbell	Pannce.
25, " "	"	Bovenia.
3, Feb., 1851	P. S. F. Stephen	Robinson's Creek.
13, Mar., "	Miller & Turnbull	Kinfarns.
14, " "	"	Eskfell.
19, April, "	A. Ferguson	Baroonda, No. 1.
20, " "	"	Baroonda, No. 2.
1, May, "	C. Marshall	Harcus Creek.
2, " "	"	Mayrolle.
4, " "	"	Gambia.
5, " "	"	Belmore.
6, " "	"	Capayan.
7, " "	"	Moura.
8, " "	"	Tinkoa.
9, " "	J. Coutts	Glengalder, No. 2.
10, " "	"	" 3.
11, " "	"	" 1.
2, July, "	A. Ferguson	Bundilla.
3, " "	"	Tanjana.
8, " "	T. Bracker	Clarendon.
9, " "	"	Carnarallan.
10, " "	"	Castleton.
11, " "	"	Talcoley.
12, " "	"	Newstead.
13, " "	F. A. Gwynne	Urambeelan.
14, " "	"	Booger.
15, " "	"	Weroni.
16, " "	"	Jamum.
4, Sept., "	W. Trevathon	Tarentum.
5, " "	"	Stray Mare Creek.
1, Oct., 1852	P. Trell	Hamilton.
2, " "	T. D. Moffatt	Longford.
3, " "	J. P. & J. A. Bell	Tombabara.
4, " "	J. D. Moffatt	Monbelan.
5, " "	R. & W. Strathdee	Clune, No. 3.
6, " "	J. P. & J. A. Bell	Mangara.
7, " "	P. S. F. Stephen	Overton.
8, " "	C. R. & W. O. G. Haly	Sportsman Vale.
10, " "	" "	Craig's Creek.
11, " "	" "	Brush Creek.
12, " "	J. D. Moffatt	Ballandeen.
13, " "	C. R. & W. O. G. Haly	Glen Haughton.
14, " "	P. Trell	Percy Ville.
16, " "	P. S. F. Stephen	Narcoon.
18, " "	R. & W. Strathdee	Clune, No. 2.
20, " "	J. P. & J. A. Bell	Glendobara.
22, " "	" "	Wamlibera.
24, " "	J. D. Moffatt	Moynalty.
25, " "	" "	Eastmeath.
26, " "	C. R. & W. O. G. Haly	Glen Wiggle.
27, " "	J. P. & J. A. Bell	Coongababana.
28, " "	J. D. Moffatt	Westmeath.
30, " "	J. P. & J. A. Bell	Juambara.
32, " "	P. S. F. Stephen	Tomago.
33, " "	R. & W. Strathdee	Strandhead, No. 1.

TENDERS TO LEASE CROWN LANDS.

35

No. of Tender.	Name of Tenderer.	Name of Run.
34, Oct., 1852	P. S. F. Stephen	Pialla.
36, " "	R. & W. Strathdee	Clune, No. 4.
37, " "	" "	" 1.
38, " "	" "	Strandhead, No. 2.
4, Nov., "	C. R. & W. O. G. Haly	Cowman.
5, " "	" "	Hutton Vale.
6, " "	" "	Injune.
7, " "	" "	Myall Vale.
8, " "	" "	Carrotfield.
1, Mar., 1853	H. C. Corfield	Mount Scoria.
2, " "	" "	Corcaek.
3, " "	" "	Coreen.
7, " "	W. M. Dorsay	Sandy Creek.
8, " "	" "	Haunchwood.
9, " "	" "	Hinckly.
9, May, "	J. M. Weir	Clynemilton.
12, " "	" "	Lothbeg.
13, " "	" "	Sandalwood.
5, June, "	Hay & Holt	Junction Block 6.
6, " "	" "	Chenben.
7, " "	" "	Moochum.
8, " "	" "	Thureba.
9, " "	" "	Bluffblock.
10, " "	" "	Lakeblock.
11, " "	" "	Coongan.
12, " "	" "	Gundatharina.
13, " "	" "	Lower Rannes.
14, " "	" "	Wancarominoo.
15, " "	" "	Plainblock.
16, " "	" "	Rannes.
2, July, "	" "	Woodend.
5, " "	" "	Cutts.
6, Aug., "	J. King	Pieton.
7, " "	" "	Dryden.
3, Sept., "	J. Miller	Blackness.
4, " "	Miller & Turnbull	Cashes Plains.
5, " "	J. Miller	Balgay.
4, Oct., "	P. Frill	Lumsden.
5, " "	" "	Markland.
6, " "	" "	Chanceston.
7, " "	" "	Frielland.
8, " "	" "	Livingston.
9, " "	" "	Halydo.
10, " "	" "	Houghton C. Springs.
11, " "	" "	Lyndmount.
12, " "	" "	Leichhardton.
13, " "	J. Scott	Landston Creek.
14, " "	" "	Robinson's do.
23, May, 1851	Thane & Furmavil	Moseon.
24, " "	" "	Fain.
120, Mar., 1854	C. Marshall	Mayrolle.
121, " "	" "	Wanoah.
122, " "	" "	Gambier.
162, " "	J. M'Laren	Wallaby.
163, " "	" "	Beire.
164, " "	" "	Isla.
6, Aug., "	C. Archer	Retro.
7, " "	" "	Colinby.
8, " "	" "	Aba.
62, " "	G. N. Living	Terara.
2, May, 1855	J. King	Hamwood.
3, " "	" "	Pieton.
4, " "	" "	Dryden.
7, April, 1856	C. Coxen	South Bungaa.
10, " "	" "	North Bungaa.
38, " "	W. Thompson	Coodna Coodna.

TENDERS TO LEASE CROWN LANDS.

Similar letter, same date,—the Commissioner of Crown Lands, Wellington.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
11, Jan., 1849	W. Hennesy	Gooin.
18, Nov., "	M. Scott	Wamarabwah.
29, Sept., 1853	B. Richards	Willow.
32, " 1854	W. H. Brotherton	Drill.
19, " 1856	E. Barton	Duroble

Similar letter, same date, to the Commissioner of Crown Lands, Lachlan.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
37, June, 1850	C. W. Croaker	Matta Patta.
99, Aug., "	W. S. Kerwin	Wallen Galgenna.
29, June, 1853	C. Cowper	(Not named.)
24, Feb., 1855	G. E. Marsh	Merrooli Creek.
28, " "	R. L. & J. Jeffreys	"
114, " "	J. O'Kell	North of Merrooli Creek.
57, " "	A. Mackay	Merool Creek.
38, Dec., "	J. O'Kell	North Maroole.
45, Mar., 1856	J. Maguire	Waterhole Creek.
39, May, "	F. J. Macarthur	Meroole Creek.
40, " "	"	"
41, " "	J. Marsden	Bena.
43, " "	J. F. Macarthur	Meroole Creek.
59, July, "	"	"
61, " "	Reid & Richards	Merwingoreen.
62, " "	"	Ugalong.
63, " "	"	Youngereen.
92, " "	Ward & Richards	Ugolo, block A.
92, Oct., "	J. Taylor	Youngora Creek.
95, " "	H. Newman	Munengorreen Creek.
41, Nov., "	W. Lee	Bonar.
32, Jan., 1855	Jottason & Shoard	Dilooragal.
34, Nov., 1856	J. R. Hardy	Norman.
35, " "	"	Benaril.
40, " "	"	Ulbaby.

Similar letter, same date, to the Commissioner of Crown Lands, Murrumbidgee.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
59, July, 1851	J. Jenkins	Mununda.
60, " "	R. Rand	Wamatti.
62, " "	T. A. Murray	Long Plain.
25, Sept., "	J. W. Carne	Dry Lake, or Back Plain.
27, Oct., "	W. Pattison	Brarse.
28, " "	R. Rand	South Mohongo Forest.
15, Nov., "	W. Pattison	Braisi.
10, Mar., 1852	R. Rand	The Winter Retreat.
14, July, "	E. H. Woodhouse	Wonamurager.
11, Dec., "	J. W. Carne	Ironboon, or Big Plain.
17, May, 1854	E. Mitchell	Bingee.
103, Aug., "	D. Hull	Braminee.
47, Oct., "	C. Ryan	Marangle.
49, Dec., "	J. Tyson	Dry Lake, or Thelaka.
68, Jan., 1855	"	"
63, May, "	S. Ryrie	Toolong.
39, June, "	J. Grierson	Dry Lake.
39, Dec., "	P. Hennesey	Tuppall, back block A.
40, " "	A. H. Hume	Kentucky, or Oilfree Swamp.

TENDERS TO LEASE CROWN LANDS.

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No. of Tender.	Name of Tenderer.	Name of Run.
28, Jan., 1856	T. Jones.....	Gerry Gerry.
67, April, "	D. O'Sullivan.	Dry Lake.
52, May, "	B. Holmes	Old Man's Plain, or Boonook.
53, " "	R. S. Gablett.....	(Not named.)
54, " "	W. O'Bryan	Ryangammon.
55, " "	B. Holmes	Goongoruehpan.
65, July, "	J. Drew	Triangular Plain.
52, Aug, "	W. O'Bryan	Wamatta.
53, " "	W. A. Broadribb	Moco.
94, Sept., "	Phelps & Chadwick	South Bonongle.
95, " "	D. Denny	Black Swamp.
51, Dec., "	J. O'Rourke	Coolooman.

Similar letter, 15 February, 1858, to the Commissioner of Crown Lands, Wide Bay and Burnett.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
9, May, 1850	S. Ryrie	Turingiril.
10, " "	"	Coralwood.
11, Aug., "	J. Thompson	Oaky Creek.
16, April, 1851	J. & J. Lansborough	Runaway and Chin Chin Creeks.
17, May, "	Lawson & Alexander.....	Ina.
2, June, "	A. Ferguson	Keya.
1, July, "	"	Gour Cour.
11, Sept., "	J. & M. L. Hay.....	Uhra, or Uhla.
2, Nov., "	G. A. Scott	East Nunna.
3, " "	"	Uhra.
2, Jan., 1852	J. Murray	Wooloogo.
5, Mar., 1853. . .	A & R. Farquaharson	Sandy Creek.
1, Oct., "	H. Palmer	Budther.
1, Nov., "	Hay & Holt	Bundalba.
2, " "	"	Ulogei.
3, " "	J. King	Nanan.
4, " "	"	Gumble.
5, " "	"	Yambon.
6, " "	"	Bundi.
7, " "	J. Sidney	Gingar Gingar.
6, Feb., 1854	A. Walker	Woodmillan.
8, July, "	W. Forster.....	Yaldanna.
18 Nov., "	M'Phial & Shehan	Toogoom.
13, Dec, "	R. S. B. Forbes.....	Littlewood.
14, " "	"	Bannashie.
33, Jan., 1855	"	Urerer.
36, " "	"	Brangen.
12, Feb., "	W. H. Walsh.....	Witney.
32, Mar., "	C. C. Macdonald	Cooranga Creek.
35, " "	W. Forster	Doubledunn.
38, May, "	A. & A. Brown	Fieldgrove.
41, " "	Rutledge & Palmer.....	Tomalongyore.
10, Sept., "	W. M'Phail	Yarrein.
3, Oct., "	J. G. Walker.....	Peerya.
4, " "	"	Coonyam.
7, " "	H. Graham	Oramooroo.
4, Nov., "	J. Brown	Sarahand.
5, " "	G. Ranken, junr.	Bunganoal.
7, " "	J. Buchanan	Tyroom.
11, " "	W. M'Phail	Baralgo.
12, " "	"	Sillen Sillen.
14, Dec., "	Ferriter & Jones	Charleston.
36, Jan., 1856	A. M'Craig.....	Bailey Park.
51, May, "	J. Rutledge	Wookoo.
37, Sept., "	A. M'Craig.....	Glendon.
2, Feb., 1849	R. E. Ogilby	Mactaggart Run.
22, Mar., "	G. W. Gosling	Coringa.
4, Oct., "	Forster Blaxland	Challaworrumbah.
15, " "	C. C. Macdonald	Oakey Forest.

Similar letter, 16 February, 1858, to the Commissioner of Crown Lands, Bligh.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
23, April, 1849.....	E. Rouse	Gunjar.
69, Jan., 1851....	M. Cummings	Wanee.
26, Mar., "	J. Patterson	Curwa.
27, " "	J. Coleman.....	Whyaberoi.
38, April, "	"	Wyabbara.
47, July, "	C. Doyle.....	Quanboyne.
16, Oct., "	J. Gillies	Goan.
8, Nov., "	W. Wilson	Mogemul.
9, " "	J. Coleman	Weningenigel.
8, April, 1852.....	"	Cole.
7, May, "	M. Hennessy	Wammerawah.
54, April, 1854.....	J. White	Willow.
40, Nov., "	J. Easom	Dickhobble.
19, Feb., 1855.....	T. G. Dangar.....	Cumborah Springs.
52, May, "	W. J. Forrester	Terramang.
100, Aug., "	T. G. Dangar.....	Cumborah Springs.
26, Sept., "	T. Cummings....	Denebong.
33, " "	E. Grangier	New Conogery.
34, " "	M. M'Guinness.....	Back Creek.
20, Oct., "	J. Davis	Monella Ridges.
21, " "	J. Purvis	Manger.
36, Nov., "	J. Callaghan	Wenigal.
37, " "	"	Bunbundaloo.
38, " "	"	Wamerawa.
28, " "	J. Wilson, junr.	Tullegun.
24, May, 1856.....	J. White	Boagira.
31, July, "	W. Thompson	Moramie.
32, " "	J. V. Newell	Black Stump.
39, Aug., "	W. E. J. & J. C. Bagot	Wareen.
23, Nov., "	M. Boyle	Giginbar.
24, " "	T. G. Dangar.....	Will Bill Bill.
25, " "	"	Go Gurrilby.
39, Dec., "	J. & J. D. Brown	Weclwally.
32, Jan., 1850.....	J. Hall	Willery.
25, Nov., 1855.....	G. Forrester	Quinbegud.
18, Mar., 1856.....	Cox & Lewis	Dirall.
26, July, "	J. M'Phillamy	Cockaminnie.
76, Sept., "	J. E. Page	Black Stump.
97, " "	G. Mawson.....	Warravenia.

Similar letter, same date, to the Commissioner of Crown Lands, Albert.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
10, Aug., 1854.....	H. & B. Jamieson	Kulrairie.
69, Sept., "	R. G. Meade	Mere.
68, May, 1855.....	H. & B. Jamieson	Toulalara.
40, Feb., 1856.....	"	Mount Gipps.
41, " "	"	Coonbaralla.

Similar

TENDERS TO LEASE CROWN LANDS.

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Similar letter, same date, to the Commissioner of Crown Lands, Albert.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
63, Sept., 1851.....	J. Cameron	Red Bank.
68, " "	J. Crawford	Upper Anna Bank.
70, " "	"	Yatala.
155, " "	J. M'Kinlay	Borera.
167, " "	"	Weintenga.
265, " "	A. Rankin	Lalness.
271, " "	R. & G. Rankin.....	Inch.
274, " "	"	Inch.
280, " "	W. & J. Rankin	Tolundy.

Similar letter, same date, to the Commissioner of Crown Lands, Lower Darling.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
4, Feb., 1848	W. C. Wentworth.....	Lalyah.
11, " "	G. Hill	West Paika.
14, Mar., "	J. Piesley	Obinga.
45, Feb., 1850	J. B. Suttor	Bog Began.
44, April "	"	Cronowlee.
96, Oct., "	J. Case, junr.....	Bealgan.
57, Dec., "	Hunter	(Not named.)
28, Feb., 1851	Hood & Twaddle	Kegennie.
50, Oct., 1852	Ramsay	Lower Moorah.
51, " "	"	Moorah.
8, Feb., 1853	Murray	Canowly.
34, Nov., "	Bagot.....	Cagelliga.
35, " "	Daniel & West	Outer Enebolong.
37, " "	"	Blowclear.
38, " "	"	Salmagundi.
39, " "	"	Mungolea.
40, " "	Fletcher.....	Mulee.
15, Dec., "	Daniel & West	Beaufort.
16, " "	"	Colleroy.
45, Jan., 1854	Phelps & Chadwick	Kangai Plains.
46, " "	"	" "
48, " "	"	(Not named.)
56, " "	Suttor	Outer Wallandree West
57, " "	S. Smith	Back
47, July, "	J. Maiden	Weallah, block D.
48, " "	"	" " B.
49, " "	"	" " A.
50, " "	"	" " C.
51, " "	D. Denny	Meldier.
41, Sept., "	"	Enabolong, block A.
53, Oct., "	Ramsay	Lower Grenonlia.
54, " "	"	Upper "
55, " "	J. M'Newin	Keegini.
67, " "	S. Smith.....	Booraran.
68, " "	"	Warrinary.
69, " "	J. Smith	Gunagia.
38, Dec., "	"	D'Urban's Plains.
40, " "	Miller.....	Booloo.
41, " "	"	Wee Waa.
42, " "	"	Kimber.
43, " "	"	Carwell.
44, " "	S. Smith.....	Clover Creek.
45, " "	"	D'Urban's Group.
46, " "	"	East Forte Bourke.
69, Jan., 1855	J. M'Leod	Gal Gal Range.
67, June, "	Burke.....	Bungena.
44, Sept., "	Phelps & Chadwick	N. Luttle Plains.
49, " "	"	N. Patapory.
65, Nov., "	W. M'Lean	Kipperbia.

TENDERS TO LEASE CROWN LANDS.

No. of Tender.	Name of Tenderer.	Name of Run.
44, Dec, 1855	Phelps	Upper Pattapory Plains.
46, Mar., 1856	S. Smith.....	Dunlop Range.
47, " "	"	S. Clover Creek.
48, " "	"	Bogu.
49, " "	"	Clover Creek.
50, " "	"	D'Urban Plains.
51, " "	"	Nip Nip.
52, " "	"	Tinkekey Tinkey.
53, " "	"	Fort Bourke.
68, July, "	Morris & Mayne	Sahara.
69, " "	"	"
70, " "	W. McLean, junr.	Galla Galla.
71, " "	"	Bantantra.
48, Nov., "	Haverfield	Harriette Plains.
49, Nov., "	"	Canetta.
10, Feb., 1848	E. Flood.....	Hobbles.
17, " "	Onslow	Benanee.
19, July, "	J. G. S. & W. Lang	Morrigan.
16, Sept., "	J. Ray	Wallibalong.
26, Nov., "	P. B. & E. Walsh	Mackinjah.
29, " "	P. B. Walsh	Gumpongulla.
55, " "	M'Kinlay	Lower Wallyawaho
56, " "	"	"
59, " "	Phelps & Chadwick	(Not named.)
60, " "	"	"
104, " "	G. & E. Morey	Mapoga.
26, Feb., 1851	Rar.....	Dry Lake.
89, May, "	Tyson	Tombough.
42 & 43, Sept., 1851	D. Denny	Tarawonga and Cockenowonga.

Similar letter, 22nd February, 1858,—the Commissioner of Crown Lands, Leichhardt.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
5, Mar., 1851	G. Bowman	Spring Station.
6, " "	"	Broadwater.
10, Nov., 1852	C. Archer	Kroombit.
3, Dec., "	"	Prospect.
21, May, 1855	G. J. Connor	Carbuckey.
22, " "	"	Tenowomba.
26, " "	"	Wiama.

Similar letter, same date,—the Commissioner of Crown Lands, Wellington.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
45, Jan., 1850	Price	Goodger.
46, " "	"	"
22, Feb., "	Finch	Gennarin, No. 2.
62, Aug., "	M'Dougal	Wanyawana.
69, Sept., "	Price	Meadowbank.
32, Dec., "	W. Buss.....	Bullagutta.
34, " "	"	Mulger.
35, " "	Neville	Perkle.
36, " "	M'Guinness	Gigir.

TENDERS TO LEASE CROWN LANDS.

41

Similar letter, same date,—the Commissioner of Crown Lands, Port Curtis.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
1, Dec., 1853	Berry & Holt	Grevillia.
7, Nov., 1854	Hay & Holt	Moonmura.
33, Mar., 1855	Reid	Murrayfield.
14, " "	M'Taggart	Vallonia.
6, Sept., "	Hay & Holt	Moongan.
8, " "	"	Gelobera.
15, Jan., "	R. Bell	Hupperlutta.
16, " "	"	Craigland.

Similar letter, same date,—the Commissioner of Crown Lands, Liverpool Plains.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
19, Mar., 1851	Lance	Werry.
11, Dec., "	Eather	Burrarithoolai.

Similar letter, same date,—the Commissioner of Crown Lands, Bligh.

List referred to.

No. of Tender.	Name of Tenderer.	Name of Run.
26, July, 1855	H. Eagan	Imberge Waterhole.
27, " "	"	"
12, June, 1856	M'Guiggan	Uranbah."

1859.

Legislative Assembly.

NEW SOUTH WALES.

CROWN LANDS.

(UNDER LEASE OR LICENSE BEYOND THE SETTLED DISTRICTS.)

Ordered by the Legislative Assembly to be Printed, 21 September, 1859.

RETURN to Addresses, and to an Order of the Honorable the Legislative Assembly, that there be laid upon the Table of this House,—

- 1st.—“ (1.) A Return shewing the total number of Leases or Licenses to occupy Crown Lands outside the Settled Districts issued in each year, under Her Majesty’s Orders in Council, by the Crown to individuals, from the 1st January, 1850, to the 1st January, 1857, distinguishing the number of Leases or Licenses in each County or District; the total number respectively of Sheep and Cattle assessed thereon by the Commissioners, with the amount of assessment money received therefrom at the Treasury; the total number of fines reported by the Commissioners, and the amount received therefrom at the Treasury. On the motion of Mr. R. Campbell.—17th February, 1857.
- “ (2.) A Return shewing the total number of Runs leased by Tender or otherwise to individuals upon which no assessments are received by the Crown, and the amount that would be received were such Runs assessed.
- “ (3.) A Return shewing the total area in Acres of Land so Leased or Licensed in each year.”

- 2nd.—“ A Return of all the Waste Lands of the Crown held under Lease or License beyond the Settled Districts of the Colony, from the date of the Proclamation of the Orders in Council on 7th October, 1847, to the present time, shewing in alpha- On the motion of Mr. W. R. Piddington.—2nd December, 1857.

“ betical order the names of all the applicants for Leases or
 “ Licenses in each year, and the names of the parties to whom
 “ Leases or Licenses have been issued; the names of all the Runs;
 “ the District in which the Run is situated; the supposed extent
 “ of the Run; the total number respectively of Sheep and Cattle
 “ assessed thereon by the Commissioner; the amount of assess-
 “ ment money received from each Run since the enactment 20th
 “ Vict., No. 39; the amount of annual rent payable on each
 “ Run at the present time.”

On the motion of Mr.
 White.—19th Oct.,
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3rd.—“ A Return of all the Runs occupied under the Orders in
 “ Council of the 9th March, 1847, distinguishing in columns
 “ the name of each Run and the District in which situated; the
 “ name of the original Occupant; the name of the present
 “ Occupant; the estimated acreage of each Run; the grazing
 “ capabilities of each Run; the amount of annual rent payable
 “ for each Run; the name of each Run where no official estimate
 “ of grazing capabilities has been made; the name of the Com-
 “ missioner upon whose report the Run has been granted; the
 “ date when any Tender was received, the date of the Com-
 “ missioner’s report thereon, and the date of acceptance;—with
 “ a view to its being referred to the Select Committee now
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RETURN of RUNS of CROWN LANDS held under LICENSE and PROMISE of LEASE, shewing the Number of Licenses issued for each of the Years 1850, 1851, 1852, 1853, 1854, 1855, 1856, and 1857; the estimated Acreage of each Run; the Grazing Capabilities where Assessed; and the Amount of Rent received in each Year.

GEO. BARNEY,
C. C. C. L.

No. 1.—OLD RUNS.

RETURN of Runs of Crown Lands held under License and Promise of Lease, shewing the Number of Licenses issued for each of the Years 1850, 1851, 1852, 1853, 1854, 1855, 1856, and 1857; the estimated Acreage of each Run; the Grazing Capabilities where Assessed; and the amount of Rent received in each Year.

GEO. BARNEY, C. C. C. L.

NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.							AREA.	GRAZING CAPABILITIES. (Where Assessed.)			RENT.					NAMES OF LESSEES.			
	1850	1851	1852	1853	1854	1855	1856		1857	Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.		1855.	1856.	1857.
												£ s.	£ s.	£ s.	£ s.	£ s.		£ s.	£ s.	£ s.
MARANOA DISTRICT.																				
Ana Ningan	"	"	"	"	"	"	"	51,200	1,400	....	10 0	15 0	20 0	16 10	12 10	12 10	20 0	20 0	Ogilvie W. K.
Culpa	"	"	"	"	"	"	"	51,200	1,600	....	17 10	10 0	15 0	16 0	12 10	12 10	25 0	25 0	Ogilvie W. K.
Doondi	"	"	"	"	"	"	"	24,000	1,250	....	15 0	15 0	27 0	21 0	20 0	20 0	20 0	20 0	Rundle J. B.
Karee or Far West	"	"	"	"	"	"	"	49,000	1,500	....	12 10	17 10	35 0	17 10	22 10	22 10	22 10	22 10	Dangar H.
Mt. Abundance	"	"	"	"	"	"	"	156,000	2,000	....	27 10	10 0	10 0	10 0	105 0	105 0	105 0	105 0	Spencer S.
Talavera*	"	"	"	"	"	"	"	16,000	500	....	15 0	15 0	15 0	17 10	....	....	....	....	Flemming J.
Thoolimbil	"	"	"	"	"	"	"	25,600	1,000	....	21 0	12 10	15 0	12 10	15 0	15 0	15 0	15 0	Rundle J. B.
Warran and Burgarrah	"	"	"	"	"	"	"	32,000	1,200	....	32 10	22 10	20 0	15 0	27 10	27 10	27 10	27 10	Fitzgerald R.
TOTAL	8	8	8	8	7	7	7	7	405,600	10,480	....	151 0	117 10	157 0	129 0	215 0	215 0	235 0	235 0
DARLING DOWNS AND MORETON.																				
Buaraba	"	"	"	"	"	"	"	50,000	....	6,000	10 0	10 0	12 10	10 0	15 0	15 0	15 0	15 0	Mort and Cameron.
Bean Desert	"	"	"	"	"	"	"	16,000	....	4,000	32 10	37 0	34 0	10 0	10 0	10 0	10 0	10 0	White W. D. and Robinson G.
Bromelton	"	"	"	"	"	"	"	20,000	....	4,000	31 0	31 0	41 0	10 0	10 0	10 0	10 0	10 0	Fairholme G. K. E.
Beeboo	"	"	"	"	"	"	"	100,000	2,560	....	37 10	45 0	30 0	30 0	40 0	40 0	40 0	40 0	Mort T. S.
Braemar Forest	"	"	"	"	"	"	"	20,000	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	M'Kenzie C. J.
Bodumba	"	"	"	"	"	"	"	60,000	....	8,000	17 10	17 10	22 10	10 0	20 0	20 0	20 0	20 0	Gore St. G. R.
Bengalla	"	"	"	"	"	"	"	30,000	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Lawler W.
Beararaba†	"	"	"	"	"	"	"	32,000	....	....	17 10	20 0	21 0	....	....	....	....	....	Mallard C.
Bloomfield	"	"	"	"	"	"	"	64,000	....	12,600	22 10	25 0	22 10	32 10	30 0	30 0	30 0	30 0	Cameron, Holt, and Tooth.
Colintou	"	"	"	"	"	"	"	30,000	....	28,000	48 0	49 0	50 0	70 0	70 0	70 0	70 0	70 0	Balfour and Forbes.
Cooya	"	"	"	"	"	"	"	70,000	....	10,000	27 10	35 0	27 10	25 0	25 0	25 0	25 0	27 0	Hope and Ramsay.
Cressbrook†	"	"	"	"	"	"	"	67,200	....	....	54 0	55 0	55 0	....	....	....	....	....	M'Connell D. C. and J.
Crow's Nest†	"	"	"	"	"	"	"	25,600	....	....	25 0	10 0	10 0	....	....	....	....	....	Tooth W. B.
Canning Creek	"	"	"	"	"	"	"	64,000	....	15,000	22 10	27 10	35 0	25 0	37 10	37 10	37 10	37 10	Australian Joint Stock Bank.
Canal Creek	"	"	"	"	"	"	"	50,000	....	10,000	17 10	20 0	20 0	15 0	25 0	25 0	25 0	25 0	Gilcspie J.
Clifton	"	"	"	"	"	"	"	100,000	1,000	10,000	25 0	50 0	61 0	64 0	40 0	40 0	40 0	40 0	Tooth W. B.	
Coolmunda	"	"	"	"	"	"	"	60,000	....	12,000	40 0	42 0	25 0	27 10	30 0	30 0	30 0	30 0	Weir J. M.
Chinchilla	"	"	"	"	"	"	"	100,000	3,000	....	27 10	30 0	32 10	37 10	45 0	45 0	45 0	45 0	Irving C.
Canning Downs	"	"	"	"	"	"	"	112,000	2,560	28,000	68 0	65 0	74 0	76 0	110 0	110 0	110 0	110 0	Leslie G. F.	
Coorangah	"	"	"	"	"	"	"	30,000	....	10,000	25 0	32 10	32 10	25 0	25 0	25 0	25 0	25 0	Hell J. and A.
Cecil Plains	"	"	"	"	"	"	"	100,000	3,000	....	22 10	32 10	37 10	37 10	45 0	45 0	45 0	45 0	Taylor J.
Cumkillenbum	"	"	"	"	"	"	"	50,000	....	5,000	10 0	10 0	10 0	10 0	12 10	12 10	12 10	12 10	Balfour J.
Durandur	"	"	"	"	"	"	"	125,000	2,000	....	30 0	30 0	25 0	30 0	30 0	30 0	30 0	30 0	M'Connell D. and J.
Djuandjuant	"	"	"	"	"	"	"	38,400	....	....	10 0	17 10	17 10	....	....	....	....	....	Mort T. S.
Dulhunty Plains or CochinCochin	"	"	"	"	"	"	"	86,000	1,500	6,000	24 0	25 0	24 0	37 10	37 10	37 10	37 10	37 10	Cameron, Holt, and Tooth.	
Dugandant	"	"	"	"	"	"	"	23,040	....	....	21 0	17 10	17 10	....	....	....	....	....	Turner W. and Cameron J.
Dunmora	"	"	"	"	"	"	"	64,000	320	10,000	20 0	20 0	25 0	25 0	30 0	30 0	30 0	30 0	Russell H. S. and Taylor J.	
Daandine	"	"	"	"	"	"	"	80,000	2,000	27 10	27 10	27 10	27 10	30 0	30 0	30 0	30 0	Wilkie J. P.	

CROWN LANDS UNDER LEASE OR LICENSE

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Doolacha	30,000	10,000	12 10	17 10	10 0	10 0	25 0	25 0	25 0	25 0	Crowder J.
Eskdale†	38,400		27 10	31 0	20 0						Ivory I.
Ellangowan	44,000	2,560	31 0	32 0	36 0	31 0	40 0	40 0	40 0	40 0	Peel River Land and Mineral Co.
Ellengaba	64,000	800	10 0	12 10	12 10	10 0	12 10	12 10	12 10	12 10	Campbell and Smith.
Eton Vale	65,000	1,000	14,000	40 0	45 0	57 0	63 0	50 0	50 0	50 0	Hodgson A.
Fesofcrt	32,000		12 10	17 10	15 0						Kent W.
Fairney Law†	10,240		10 0	10 0	10 0						North J. and W., sen.
Folkeston	10,000	12,000	10 0	17 10	25 0	55 0	30 0	30 0	30 0	30 0	Marsh M. H.
Grantham†	38,400		15 0	15 0	17 10						Dorsay W. M.
Gimboombah†	8,960		10 0	10 0	10 0						Henderson A. I.
Gonbungee	48,000	8,000	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Pitts W. C.
Gladfield	20,000	1,000	11 0	12 0	10 0	11 0	15 0	15 0	15 0	15 0	Leslie P.
Glengallan	60,000	18,000	47 10	55 0	50 0	53 0	45 0	45 0	45 0	45 0	Marshall C. H.
Gunyan	64,000	1,800	25 0	27 10	30 0	27 10	27 10	27 10	27 10	27 10	Cox S.
Goodar	89,600	1,500	23 0	12 10	12 10	15 0	22 10	22 10	22 10	22 10	Easton H. E. and Robertson J. S.
Gundawinda	30,000	800	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Marshall R. P. and S.
Gowrie	50,000	800	8,000	27 10	32 10	42 0	44 0	32 10	32 10	32 10	Isaac H. E. and F. N.
Glenelg	64,000	12,000	17 10	22 10	15 0	22 10	30 0	30 0	30 0	30 0	Massie R. G. and Walker S.
Greenbank	25,000	6,000	20 0	17 10	15 0	10 0	15 0	15 0	15 0	15 0	Ross F.
Goomburra	64,000	320	14,000	27 10	34 0	36 0	40 0	40 0	40 0	40 0	Leslie P.
Hellidout	25,600		17 10	20 0	21 0						Turner W.
Haldon	30,000	320	8,000	15 0	23 0	10 0	15 0	25 0	25 0	25 0	Whitting J. J.
Irvingdale	50,000		8,000	20 0	22 10	17 10	10 0	20 0	20 0	20 0	Tooth R. and E.
Jimbour	200,000	1,280	16,000	62 10	70 0	67 10	85 0	60 0	60 0	60 0	Bell T. J. P. and A.
Jondaryon	128,000	1,000	12,000	32 10	40 0	35 0	37 10	45 0	45 0	45 0	Tooth R. and E.
Jinge Jinge	100,000	8,000	17 10	15 0	20 0	30 0	20 0	20 0	20 0	20 0	Watt J. B.
Kilcoy	180,000	1,000	12,000	12 10	12 10	17 10	45 0	45 0	45 0	45 0	Hope L. and Ramsay R.
Kerry	25,000	6,000	10 0	10 0	10 0	15 0	15 0	15 0	15 0	15 0	Compigne A. W.
Kogan Creek	40,000	4,000	10 0	25 0	15 0	10 0	10 0	10 0	10 0	10 0	McKenzie C. J.
Laidley Plains†	64,000		48 0	53 0	44 0						Mort and Laidley.
Mount Brisbane†	12,800		10 0	10 0	10 0						Bigge F. W. and F. E.
Mount Esk†	38,400		33 0	33 0	32 10						Bigge F. W. and F. E.
Moondoolan†	25,600		10 0	10 0	10 0						Collins J.
Melcombe	70,000	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Goggs M.
Moogerah	48,000	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Weinholt E. and A.
Mount Flinders†	40,960		36 0	32 0	33 0						Wilson W.
Myall Creek	32,000	5,000	10 0	12 10	10 0	10 0	12 10	12 10	12 10	12 10	Tooth R. and E.
Maryland	100,000	20,000	35 0	62 10	72 0	70 0	50 0	50 0	50 0	50 0	Marsh M. H.
Maryvale	20,000	6,000	10 0	10 0	10 0	11 0	15 0	15 0	15 0	15 0	Weinholt A.
Nindoolbah	12,000	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Compigne A. W.
Nundubheremere	40,000	640	6,000	12 10	12 10	12 10	17 10	25 0	25 0	25 0	Morehead and Young.
Pilton	30,000	8,000	12 10	17 10	22 10	15 0	20 0	20 0	20 0	20 0	Whitting J. J.
Peel's Plains	50,000	10,000	17 10	25 0	30 0	31 0	25 0	25 0	25 0	25 0	Mallard C.
Pikedale	100,000	20,000	45 0	50 0	52 10	50 0	50 0	50 0	50 0	50 0	Pike J.
Pike's Creek	30,000	6,000	10 0	10 0	10 0	10 0	15 0	15 0	15 0	15 0	Mcornin M. E.
Rosevaler	25,600		10 0	17 10	20 0						King C. M.
Rosewood†	32,000		33 0	22 0	26 0						Watt J. B.
Rosebrook†	20,480		24 0	25 0	30 0						Thorne G.
Rayleigh	32,000	800	10 0	10 0	10 0	10 0	20 0	12 10	12 10	12 10	Cameron, Holt, and Tooth.
Rosalie Plains	64,000	12,000	30 0	30 0	37 10	35 0	30 0	30 0	30 0	30 0	Hope E. and Ramsay R.
Rosenthal	120,000	30,000	51 0	56 0	59 0	63 0	75 0	75 0	75 0	75 0	Buckland and McKay.
Swithland	30,000	4,000	10 0	10 0	10 0	10 10	10 0	10 0	10 0	10 0	Devine P.
St. Ruth	50,000	2,560	32 10	40 0	42 10	50 0	40 0	40 0	40 0	40 0	Buckland and McKay.
Stonehenge	30,000	7,000	15 0	17 10	12 10	17 10	17 10	17 10	17 10	17 10	Evans H.
Tamrookum	60,000	10,000	23 0	25 0	28 0	25 0	25 0	25 0	25 0	25 0	Barker W.
Tarampat	46,080		17 10	30 0	35 0						Watt J. B.
Telamon	90,000	1,800	12,000	43 0	30 0	50 0	57 10	57 10	57 10	57 10	Collins T.

* since found to be included in other runs.

† Now leased under the Regulations of 11th February, 1851.

RETURN No. 1.—continued.

NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.								AREA.		GRAZING CAPACITIES. (Where Assessed.)		RENT.								NAMES OF LESSEES.	
	1850	1851	1852	1853	1854	1855	1856	1857	Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.				
											£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.			
Tambourine*											30,720	....	....	11 0	11 0	17 10	....	....	....	....	....	Russell H. and Taylor J.
Tenthill*											30,720	....	....	10 0	10 0	15 0	....	....	....	....	....	Turner W.
Tabragalba											6,000	....	4,000	10 0	10 0	12 10	10 0	10 0	10 0	10 0	10 0	Henderson J.
Tandary											65,000	....	8,000	12 10	17 10	21 0	20 0	20 0	20 0	20 0	20 0	Lotze E.
Tarome											25,000	....	4,000	12 0	11 0	11 0	19 0	10 0	10 0	10 0	10 0	Kent W., junr.
The Swamps											40,000	....	6,000	15 0	10 0	10 0	10 0	14 0	15 0	15 0	15 0	Gore R. T.
Tarrumdudaboo											30,000	....	6,000	10 0	15 0	10 0	21 0	15 0	15 0	15 0	15 0	Smith J.
Talgai											64,000	....	18,000	41 0	45 0	48 0	45 0	45 0	45 0	45 0	45 0	Hood and Douglass.
Talburra, North											24,000	....	8,000	17 10	22 10	32 10	42 0	40 0	40 0	40 0	20 0	Massie R. G. and Walker S.
Talburra, South†											24,000	....	8,000	....	....	....	....	....	....	....	20 0	Buckland and M'Kay.
Texas											100,000	3,000	....	47 10	32 10	47 10	47 10	45 0	45 0	45 0	45 0	M'Dougall J. K. and A. L.
Tereca											30,000	....	4,000	10 0	10 0	10 0	17 10	10 0	10 0	10 0	10 0	Pike J.
Tingun											32,000	....	4,000	10 0	12 10	17 10	10 0	10 0	10 0	10 0	10 0	Young I.
Tunumaville											80,000	3,000	....	30 0	37 10	40 0	45 0	45 0	45 0	45 0	45 0	Gore St. John T.
Tiereyboo											65,000	....	18,000	10 0	10 0	30 0	27 10	45 0	45 0	45 0	45 0	Prince, Bray, and Ogg.
Wivenhoe*											38,400	....	....	10 0	10 0	22 10	....	....	....	....	....	North W., senr., W., junr., and J.
Winton											64,000	1,280	....	10 0	10 0	10 0	22 10	40 0	20 0	20 0	20 0	Cameron, Holt, and Tooth.
Weinbilla, or Yamo											30,000	1,200	....	10 0	12 10	10 0	10 0	17 10	17 10	17 10	17 10	Ebsworth F. and J. E.
Warroo											30,000	....	8,000	21 0	22 0	25 0	23 0	20 0	20 0	20 0	20 0	Bracker F.
Wallaim											200,000	640	16,000	17 10	21 0	20 0	20 0	50 0	50 0	50 0	50 0	Dangar W. and Ferrett J.
Whetstone											30,000	....	4,000	10 0	10 0	12 10	10 0	10 0	10 0	10 0	10 0	Devine P.
Wombo Forest											120,000	300	12,000	12 10	20 0	30 0	25 0	32 10	32 10	32 10	32 10	Ebsworth F. and J. E.
Wongongera											64,000	....	8,000	15 0	12 10	17 10	15 0	20 0	20 0	20 0	20 0	Irving C.
Westbrook											45,000	640	10,000	20 0	25 0	37 10	42 0	35 0	35 0	35 0	35 0	M'Lean J. D.
Warra Warra											50,000	....	12,000	30 0	25 0	35 0	35 0	30 0	30 0	30 0	30 0	M'Kenzie C. J.
Western Crook											110,000	....	12,000	17 10	22 10	22 10	25 0	25 0	30 0	30 0	30 0	Morehead and Young.
Woondul											100,000	....	16,000	17 10	17 10	20 0	35 0	40 0	40 0	40 0	40 0	Cameron, Tooth, and Holt.
Wuar Waar†											50,000	....	2,000	10 0	....	....	....	....	....	....	....	Young J. R.
Yandilla											100,000	640	16,000	36 0	38 0	42 0	43 0	50 0	50 0	50 0	50 0	Gore Messrs.
Yarrilwanna											60,000	1,000	....	10 0	10 0	12 10	15 0	15 0	15 0	15 0	15 0	Mort and Cameron.
TOTAL	114	113	113	90	90	90	90	91	6,474,200	61,620	722,600	2,453 0	2,685 0	2,858 0	2,477 0	2,606 10	2,585 0	2,585 0	2,587 0			
CLARENCE RIVER.																						
Ashby											64,000	3,000	....	12 10	10 0	20 0	42 0	45 0	45 0	45 0	45 0	Irving C.
Borook§											9,600	300	....	....	....	....	....	....	....	....	10 0	Yabsley W.
Busby's Flat											48,000	....	7,000	10 0	10 0	10 0	10 0	12 10	17 10	17 10	17 10	Hunter J. J.
Blake Brook											16,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cheek A.
Broad Meadows											19,200	1,000	....	10 0	10 0	10 0	12 0	15 0	15 0	15 0	15 0	Ross A.
Binalbo											22,400	1,500	....	22 0	21 0	22 0	24 0	22 10	22 10	22 10	22 10	Robertson T.
Cunira											38,400	3,000	....	17 10	20 0	20 0	22 10	20 0	45 0	45 0	45 0	Kirchner, Sharp, and Waterson.
Casino											23,040	4,000	....	25 0	29 0	33 0	32 0	62 10	62 10	62 10	62 10	Irving C.
Coldstream											16,000	850	....	10 0	10 0	10 0	10 0	10 0	12 10	12 10	12 10	Johnston W.
Cangi											7,680	600	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker C. J.
Dyraaba											19,840	....	10,000	22 0	22 0	24 0	22 0	25 0	25 0	25 0	25 0	Bundock F.
Ellengowan											96,000	2,500	....	20 0	30 0	59 0	52 0	37 10	37 10	37 10	37 10	Irving C.
Ellerby											19,840	1,200	....	10 0	10 0	10 0	10 0	17 10	17 10	17 10	17 10	Atkinson and M'Kellar.
Eatonswille											27,520	1,200	....	10 0	10 0	13 0	13 0	17 10	17 10	17 10	17 10	Mylne J. and T.
Ermington											49,920	....	8,000	22 10	15 0	17 10	20 0	20 0	20 0	20 0	20 0	M'Dougal B., and M. S., and K.
Ettrick Forest											30,080	3,000	20 0	21 0	23 0	29 0	45 0	45 0	45 0	45 0	Thompson, Wilkin, and Barker.

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Fairey Mount	30,000	1,000	21 0	17 10	12 10	12 10	15 0	15 0	15 0	15 0	Atkinson J. and M'Kellar A.
Fairfield	32,640	500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ogilvie E. D. S.
Froccster	32,000	4,000	15 0	20 0	22 0	22 0	10 0	10 0	10 0	10 0	Ross J. H.
Gordon Brook	37,000	8,000	22 0	21 0	25 0	21 0	20 0	20 0	20 0	20 0	Bundock A. F.
Glenugie	28,500	800	10 0	10 0	10 0	10 0	12 0	12 0	13 0	18 0	Pike I.
Gurgorow	25,600	500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Shannon C. M.
Glen Righy	9,600	640	.....	.....	.....	.....	.....	.....	.....	.....	Shannon J. C.
Kangaroo Creek	9,600	600	12 10	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Layton W.
Koreelah	23,040	1,200	17 10	20 0	15 0	21 0	22 10	17 10	17 10	17 10	Bundock W. C.
Keelgyrah	12,800	1,200	13 0	13 0	11 0	12 0	15 0	17 10	17 10	17 10	Wyndham G.
Lanark Lodge	9,600	800	10 0	10 0	10 0	10 0	10 0	12 10	12 10	12 10	Robertson W.
Lismore	23,040	3,000	21 0	23 0	24 0	24 0	45 0	45 0	45 0	45 0	Morehead and Young.
Myrtle Creek	64,000	4,500	17 10	20 0	47 10	47 0	70 0	70 0	70 0	70 0	Irving C.
Newbold Grange	28,800	1,120	25 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker C. J.
Nymboida	12,800	750	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Gunning J.
Newton Boyd	40,960	10,000	10 0	10 0	10 0	10 0	24 0	25 0	25 0	25 0	Morehead and Young.
Ogilvie's Cattle Station	16,000	1,500	13 10	10 0	11 0	15 0	22 10	22 10	22 10	22 10	Ogilvie W. and E. D. S.
Rosberry	12,800	1,200	11 0	14 0	17 0	17 0	17 10	17 10	17 10	17 10	Griffiths G. R. and Fanning W. and F.
Ramornic	70,400	1,500	17 10	22 10	25 0	25 0	22 10	22 10	22 10	22 10	Tindall C. G. and F.
Runnymede	57,600	7,000	50 0	43 0	86 0	64 0	107 10	107 10	107 10	107 10	Atkinson J. and M'Kellar A.
Rosehill	22,400	1,100	18 0	12 0	12 0	11 0	15 0	15 0	15 0	15 0	Flood E.
Stilton	64,000	6,000	51 0	53 0	56 0	55 0	92 10	92 10	92 10	92 10	Griffiths G. R. and Fanning W. and F.
Stratheden	28,549	2,000	22 10	22 10	27 10	27 10	30 0	30 0	30 0	30 0	Bundock A. F.
Sandilands	15,360	4,000	14 0	13 0	15 0	10 0	10 0	10 0	10 0	10 0	Robertson T.
Swan Creek*	66,569	.....	10 0	10 0	10 0	10 0	40 0	40 0	.....	.....	Small E.
Southgate	8,960	600	10 0	10 0	10 0	12 0	10 0	10 0	10 0	10 0	Sharp J.
Toloom	17,280	8,000	10 0	22 0	24 0	24 0	20 0	20 0	20 0	20 0	Peel River Land and Mineral Co.
Tabulam	19,840	8,000	16 0	16 0	13 0	16 0	20 0	20 0	20 0	20 0	Chauvel C. G. T.
Tumstall	19,200	1,000	20 0	15 0	17 10	25 0	15 0	15 0	15 0	15 0	Flood E.
Traveller's Rest	16,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Irving C.
Tabulam	32,000	2,000	10 0	20 0	22 10	27 10	30 0	30 0	30 0	30 0	Chauvel C. G. T.
Virginia	16,000	1,000	10 0	10 0	10 0	11 0	15 0	15 0	15 0	15 0	Atkinson J. and M'Kellar A.
Woodenbong	38,400	1,760	22 10	27 10	30 0	30 0	30 0	27 10	27 10	27 10	Pike and Besnard.
Wyundah	40,320	4,000	10 0	12 10	20 0	25 0	62 10	62 10	62 10	62 10	Griffiths W. and Fanning F.
Wyangaroo	35,200	3,000	23 0	22 0	23 0	27 0	45 0	45 0	45 0	45 0	Bundock W. C.
York	35,200	5,200	22 10	27 10	30 0	41 0	85 0	85 0	80 0	80 0	Griffiths W. and Fanning F.
Yulgilbar	57,600	2,500	50 0	63 0	60 0	63 0	87 10	87 10	87 10	87 10	Ogilvie W. and E. D. S.
TOTAL	1,617,478	81,400	87,000	870 10	908 0	1,063 0	1,104 0	1,451 0	1,492 0	1,453 0	1,463 0
NEW ENGLAND AND M'LEAY.											
Auburn Vale	76,800	.....	32 10	37 10	17 10	25 0	48 0	48 0	48 0	48 0	Bothwick J.
Aitken's Flat	67,200	.....	20 0	17 10	15 0	17 10	42 0	42 0	42 0	42 0	Bowman G.
Abington	76,800	12,000	20 0	42 10	47 10	42 10	30 0	30 0	30 0	30 0	Morse W. H. and G. P.
Aberfoil	70,000	.....	47 10	37 10	37 10	50 0	42 0	42 0	42 0	42 0	Clarke R. N.
Aberaldie	17,920	8,000	20 0	20 0	37 10	20 0	20 0	20 0	20 0	20 0	Wilson T. G.
Bellinbopine	9,600	600	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Chapman A.
Booningii	16,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Kemp Messrs.
Barnard River	7,680	.....	10 0	10 0	10 0	11 0	10 0	10 0	10 0	10 0	A. A. Company.
Barney Downs	43,000	1,800	30 0	32 10	25 0	30 0	27 10	27 10	27 10	27 10	Thompson T. J. and Symonds T.
Branga Park	17,920	4,000	12 10	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Dacre R. and Ryan T.
Bald Hills	76,800	10,000	15 0	17 10	20 0	10 0	48 0	48 0	25 0	25 0	Mort and Cameron.
Branga Plains	44,800	.....	32 0	30 0	32 0	35 0	28 0	28 0	28 0	28 0	Fletcher J.
Bannockburn	32,000	.....	17 10	20 0	22 0	21 0	20 0	20 0	20 0	20 0	Durham W.
Bonshaw	160,000	2,000	50 0	37 0	30 0	30 0	30 0	30 0	30 0	30 0	Keys J. H. and Hetherington W. C.
Bolivia	50,000	10,000	32 10	27 0	32 10	32 10	25 0	25 0	25 0	25 0	Irby E.
Boyd's Plains†	.....	.....	22 10	32 0	32 0	.....	.....	.....	.....	.....	Boyd W. M.

* Now leased under the Regulations of 11th February, 1851.

† Subdivision of "Tulburra North" run.

‡ Licensed for only one year.

§ Subdivision of "York" run.

¶ Subdivision of "Kangaroo Creek" run.

‡ Subdivided in two runs called, "Graham's Valley" and "Stonehenge."

RETURN No. 1.—continued.

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CROWN LANDS UNDER LEASE OR LICENSE

NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.								AREA.	GRAZING CAPABILITIES. (Where Assessed.)		RENT.										NAMES OF LESSEES.
	1850	1851	1852	1853	1854	1855	1856	1857		Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.			
												£ s.										
Byron Plains	115,000	....	....	42 10	53 0	37 10	45 0	70 0	70 0	70 0	70 0	M'Intyre M.		
Balabla	96,000	1,000	20,000	63 0	65 0	61 0	61 0	65 0	65 0	65 0	65 0	Morse and Tourle.		
Bouralong	81,920	640	24,000	70 0	77 10	64 0	67 0	70 0	70 0	70 0	70 0	Marsh M. H.		
Bergen-op-Zoom	44,800	....	16,000	39 0	38 0	38 0	39 0	40 0	40 0	40 0	40 0	Boulton E. B. and Bell D.		
Barstobrick	15,160	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Clogher W.		
Ballindean	60,000	640	5,000	22 0	25 0	27 0	44 0	22 10	22 10	22 10	22 10	Nicol H. H.		
Blair Hill	24,960	....	....	10 0	10 0	10 0	10 0	14 0	14 0	14 0	14 0	Dickson J.		
Bendemeer	16,000	....	6,000	10 0	11 0	13 0	11 0	15 0	15 0	15 0	15 0	Perry T. A.		
Buckulla	100,000	....	....	55 0	52 10	57 10	15 0	62 0	62 0	62 0	62 0	Wyndham G.		
Beverly	80,000	....	12,000	10 0	10 0	12 10	30 0	50 0	50 0	50 0	50 0	Blaxland C. and Cooper T.		
Balblair	30,000	....	....	....	....	23 0	15 0	18 0	18 0	18 0	18 0	Atherton E.		
Cullatin	11,520	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Salway H. and Wauch R. A. and A.		
Curungala	15,360	600	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Caffrey M.		
Cunderang	40,000	....	....	17 10	17 10	17 10	17 10	24 0	24 0	24 0	24 0	Hill R. and R.		
Cullatini	11,520	600	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Salway H.		
Clerkness	60,000	....	12,000	40 0	32 10	20 0	35 0	30 0	30 0	30 0	30 0	Clark E. G.		
Clairvaux	28,000	....	....	24 0	27 0	25 0	25 0	16 0	16 0	16 0	16 0	Ditmas P.		
Clifton	59,000	....	14,000	40 0	41 0	41 0	41 0	35 0	35 0	35 0	35 0	Donaldson S. A.		
Cooplacumpa	12,800	....	....	10 0	10 0	10 0	12 0	10 0	10 0	10 0	10 0	Denne H. and R.		
Cope's Creek	26,400	....	....	17 10	17 10	17 10	17 10	16 0	16 0	16 0	16 0	Hughes E.		
Callaghan's Swamp	81,600	....	....	15 0	20 0	22 10	20 0	50 0	50 0	50 0	50 0	Loder G.		
Coondang	640	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Codrington C.		
Congo	10,000	....	....	10 0	10 0	11 0	11 0	10 0	10 0	10 0	10 0	Nivison A.		
Dungee	11,520	700	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Salway H.		
Dundee	40,000	....	10,000	30 0	30 0	36 0	32 0	24 0	25 0	25 0	25 0	Bloxsome O.		
Deepwater	50,000	400	10,000	42 0	46 0	42 0	42 0	30 0	30 0	30 0	30 0	Windeyor A.		
Dondingalong	2,560	150	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Tozer H.		
Eureka	2,560	200	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Chapman W. H.		
Elsineur*	12,000	....	....	10 0	....	....	....	....	....	....	....	Henderson J.		
Elmsmore	51,200	....	....	20 0	20 0	12 10	17 10	32 0	32 0	32 0	32 0	Campbell A.		
Enmore	10,000	1,200	....	10 0	10 0	10 0	10 0	17 10	17 10	17 10	17 10	Dickson J.		
Edgerton	64,000	....	12,000	27 10	35 0	37 10	25 0	40 0	40 0	30 0	30 0	Fitzgerald J. J.		
Emu Creek	38,000	....	12,000	33 0	22 10	27 10	32 0	30 0	30 0	30 0	30 0	Salting S. K. and Macdonald A.		
Eurapambella	50,000	....	....	51 0	50 0	51 0	48 0	30 0	30 0	30 0	30 0	Huth F.		
Fiveday Creek	20,480	750	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Warne J. and C. F.		
Fraser's Creek	46,000	....	....	46 0	51 0	45 0	51 0	36 0	36 0	36 0	36 0	Cameron, Tooth and Holt.		
Falconer, West	30,000	....	....	35 0	40 0	10 0	10 0	18 0	18 0	18 0	18 0	Hutton I.		
Fraser's Creek	46,000	....	....	22 10	30 0	31 0	17 10	28 0	28 0	28 0	28 0	Vivers R.		
Glen Fernaigh	15,560	....	....	10 0	10 0	10 0	12 0	10 0	10 0	10 0	10 0	M'Lennon and Freeman.		
Glenrock Plain*	2,560	....	....	10 0	10 0	10 0	10 0	10 0	....	....	....	Verge James.		
Glen Innis	25,000	....	....	25 0	30 0	12 10	15 0	20 0	20 0	20 0	20 0	Dickson J. and Dumaresq W.		
Giro Flat	9,600	....	....	10 0	10 0	10 0	11 0	10 0	10 0	10 0	10 0	A. A. Company.		
Gostwyck	50,000	640	20,000	74 0	59 0	59 0	58 0	60 0	60 0	60 0	60 0	Dangar H.		
Glen Elgin	30,720	....	....	12 10	20 0	21 0	22 0	18 0	18 0	18 0	18 0	Rodgers A.		
Gyra	48,000	....	10,000	17 10	12 10	10 0	10 0	25 0	25 0	25 0	25 0	Marsh C.		
Glen Morrison	34,560	....	6,000	15 0	12 10	10 0	10 0	15 0	15 0	15 0	15 0	Loder A.		
Gyra	19,200	....	8,000	10 0	10 0	10 0	17 10	20 0	20 0	20 0	20 0	M'Intyre M.		
Greenwicht	15,000	....	....	....	....	....	....	....	....	....	....	Freeman W.		
Glen Lyon	38,400	....	....	15 0	15 0	25 0	31 0	24 0	24 0	24 0	24 0	Walker A.		
Gyra	92,160	....	....	10 0	10 0	12 10	10 0	56 0	56 0	56 0	56 0	Alingham E.		

Guy Fawkes	25,600	....	....	10 0	15 0	15 0	22 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	Parke E.
Guy Fawkes	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Rigny J.
Graham's Valley†	17,920	1,500	....	....	....	....	20 0	10 0	10 0	10 0	22 10	22 10	22 10	22 10	Boyd W.
Hanging Rock	9,600	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Gray W.
Hernani	37,000	....	....	25 0	17 10	17 10	20 0	32 0	32 0	32 0	32 0	32 0	32 0	32 0	Hargrave E.
Hillgrove	20,480	....	10,000	21 0	22 0	23 0	23 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	Hargrave R.
Ilanin	11,520	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Murray R.
Inverell	50,000	....	....	43 0	41 0	32 10	30 0	30 0	30 0	30 0	30 0	30 0	30 0	30 0	Campbell A.
Ingalba	20,000	....	....	21 0	10 0	10 0	21 0	12 0	12 0	12 0	12 0	12 0	12 0	12 0	Scott J.
Jeogola	32,000	....	....	12 10	12 10	10 0	12 10	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Bell D.
Innes Creek	17,920	1,100	....	15 0	17 10	10 0	12 10	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Innes A. C.
Klybuca	15,360	800	....	10 0	10 0	10 0	12 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Spencer C.
Klywotica§	32,000	....	....	10 0	10 0	....	....	....	....	....	....	....	....	....	Lawson C.
Kentucky	40,000	....	....	30 0	33 0	32 0	32 0	24 0	24 0	24 0	24 0	24 0	24 0	24 0	Fletcher J.
Kingsgate	26,680	....	....	12 10	12 10	12 10	15 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	M'Intyre D.
Kangaroo Hills	64,000	....	....	30 0	32 10	37 10	40 0	40 0	40 0	40 0	40 0	40 0	40 0	40 0	Menzies A. and Nicol T.
King's Plains	17,920	....	....	22 0	20 0	22 0	28 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Vivers R.
Long Flat	17,920	950	....	15 0	15 0	10 0	10 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Mort and Cameron.
Loangra	10,240	....	....	10 0	10 0	10 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Alison W.
Longford	38,400	....	....	15 0	17 10	21 0	30 0	24 0	24 0	24 0	24 0	24 0	24 0	24 0	Gibson G. L.
Liangothlen	51,850	4,000	....	17 10	10 0	27 10	10 0	32 0	32 0	32 0	32 0	32 0	32 0	32 0	Codrington C.
Laura	33,400	1,200	....	37 10	37 10	22 10	25 0	17 10	17 10	17 10	17 10	17 10	17 10	17 10	Smith W. and Baker D.
Moonaba	5,120	300	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ducat W. G. and J. S.
M'Leay River Steam Works	640	50	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Warne J.
Mole River	60,000	....	12,000	40 0	27 10	12 10	15 0	36 0	36 0	36 0	36 0	36 0	36 0	36 0	Dickson J. and Dunaesq W.
Mount Mitchell	102,400	....	....	12 10	12 10	20 0	24 0	64 0	64 0	64 0	64 0	64 0	64 0	64 0	Hall T. S.
Moua Plains	16,000	....	....	10 0	10 0	12 0	14 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Crawford A. F.
Mihi Creek	20,480	....	8,000	13 0	12 0	22 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Dickson J.
Marengo*	19,200	....	....	12 10	15 0	....	....	....	....	....	....	....	....	....	Brown J.
Mount Mitchell	16,000	....	....	10 0	10 0	17 10	14 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Barker J.
Mihi Creek	12,800	....	6,000	24 0	22 0	12 0	13 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Jenkins G.
Mendowey Creek	76,800	....	8,000	12 10	17 10	17 10	25 0	48 0	20 0	20 0	20 0	20 0	20 0	20 0	Keys J. H.
Mongula	40,000	1,500	....	20 0	22 10	20 0	25 0	22 10	22 10	22 10	22 10	22 10	22 10	22 10	Logan R. and J.
Moredun	76,800	....	14,000	37 10	40 0	37 10	42 10	35 0	35 0	35 0	35 0	35 0	35 0	35 0	Wauchope A.
Maronan	17,000	....	....	12 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Rawson W.
Maidenhead	115,200	....	....	32 10	46 0	46 0	42 0	72 0	72 0	72 0	72 0	72 0	72 0	72 0	Bowman G.
Nullah Nullah Creek*	11,520	....	....	10 0	....	....	....	....	....	....	....	....	....	....	Hinchcliffe J.
Nowendock	30,000	....	....	21 0	23 0	22 0	22 0	18 0	18 0	18 0	18 0	18 0	18 0	18 0	Elsworth and Co.
Nowstead	71,680	....	15,000	42 10	32 10	37 10	47 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	Anderson M. S.
Nuandle	70,000	....	....	20 0	20 0	30 0	35 0	42 0	42 0	42 0	42 0	42 0	42 0	42 0	Blaxland and Cooper.
Nullamona	32,000	....	....	17 10	12 10	10 0	26 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Wyndham G.
Oban	44,800	....	....	10 0	20 0	20 0	20 0	28 0	28 0	28 0	28 0	28 0	28 0	28 0	Dickson J.
Ollera	74,800	1,280	8,000	35 0	37 10	42 10	42 10	40 0	40 0	40 0	48 0	48 0	48 0	48 0	Everett G. J. and E.
Orrabar	61,400	....	....	15 0	17 10	15 0	17 10	38 0	38 0	38 0	38 0	38 0	38 0	38 0	Fund J.
Ohio	8,960	....	....	10 0	17 10	12 10	12 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Nivison A.
Pcedee Creek	11,520	450	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ducat C.
Paradise Creek	26,000	....	....	12 10	15 0	24 0	26 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	Dangar H.
Pindarii	60,000	....	6,000	15 0	15 0	17 10	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Campbell A. and Buchanan B.
Retreat	32,000	....	....	22 10	15 0	15 0	15 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Pringle R.
Ranger's Valley	70,000	320	16,000	51 0	56 0	50 0	40 0	42 0	42 0	45 0	45 0	45 0	45 0	45 0	Bloxsome O.
Rimbanda	46,680	....	....	10 0	17 10	15 0	15 0	28 0	28 0	28 0	28 0	28 0	28 0	28 0	Stitt J.
Rockvale†	19,200	....	12,000	15 0	17 10	10 0	10 0	....	....	....	....	....	....	....	Dickson J.
Stonehenge‡	17,920	1,920	....	....	....	....	17 0	10 0	10 0	30 0	30 0	30 0	30 0	30 0	Boyd W.
Sherwood	4,480	300	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Briggs C. W. and F. B.
Stockyard Creek	15,360	450	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Freeman and Gorham.
Seven Oaks	6,400	600	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Oakes S.
St. Leonard's	32,000	800	....	10 0	15 0	10 0	10 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Salwey H.
Spring Mount	12,800	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Gilchrist J.

* Forfeited.

† Sub-division of "Hernani" run.

‡ Sub-division of "Boyd's Plains" run.

§ Not Pastoral.

¶ Sub-divided in two runs called "Rock Vale" and "Sugar Loaf Extension."

RETURN No. 1.—continued.

NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.								AREA.	GRAZING CAPABILITIES. (Where Assessed.)		RENT.								NAMES OF LESSEES.	
	1850	1851	1852	1853	1854	1855	1856	1857		Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.		
	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.				£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.		
Serpentine River.....	"	"	"	"	"	"	"	"	32,000	.....	10 0	10 0	12 10	12 10	20 0	20 0	20 0	20 0	Cook S. W.		
Saumarez.....	"	"	"	"	"	"	"	"	230,400	2,000	16,000	70 0	85 0	85 0	67 10	70 0	70 0	70 0	70 0	Thomas H. A.	
Sugar Loaf.....	"	"	"	"	"	"	"	"	53,760	.....	8,000	15 0	20 0	20 0	20 0	20 0	20 0	20 0	Flood E.		
Sugar Loaf Extension*.....	"	"	"	"	"	"	"	"	19,200	.....	.....	.....	.....	12 0	.....	.....	.....	.....	Milsom J., junr.		
Strathblogie.....	"	"	"	"	"	"	"	"	64,000	.....	14,000	25 0	32 10	32 10	41 0	35 0	35 0	35 0	Gordon H.		
Stoney Batter.....	"	"	"	"	"	"	"	"	204,800	.....	.....	42 10	47 10	50 0	52 10	128 0	128 0	128 0	128 0	Hall G., Est. of	
Stoney Creek.....	"	"	"	"	"	"	"	"	15,360	640	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Kelly W.	
Salisbury.....	"	"	"	"	"	"	"	"	35,840	.....	12,000	35 0	40 0	38 0	36 0	30 0	30 0	30 0	30 0	Marsh M. H.	
Shannon Vale.....	"	"	"	"	"	"	"	"	60,000	.....	.....	12 10	22 10	25 0	27 10	36 0	36 0	36 0	36 0	Rusden T. G.	
Surveyors' Creek.....	"	"	"	"	"	"	"	"	61,440	.....	14,000	30 0	27 10	30 0	37 10	35 0	35 0	35 0	35 0	Scott James.	
Scotch Town†.....	"	"	"	"	"	"	"	"	140	.....	.....	10 0	10 0	.....	.....	.....	.....	.....	.....	Cheers J.	
Tait's Station.....	"	"	"	"	"	"	"	"	17,280	700	.....	13 10	15 0	10 0	10 0	10 0	10 0	10 0	10 0	Innes A. C.	
Tanban.....	"	"	"	"	"	"	"	"	20,480	400	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Chapman W. H. & Co.	
Toorunbee.....	"	"	"	"	"	"	"	"	17,280	640	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Kemp W. H., and R. A. H., and F. R.	
Toorookoo.....	"	"	"	"	"	"	"	"	14,720	640	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Garland and Bingham.	
Towal Creek.....	"	"	"	"	"	"	"	"	32,000	750	.....	15 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Warne J.	
Tyrnigham.....	"	"	"	"	"	"	"	"	16,000	.....	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Perrott J.	
Tara.....	"	"	"	"	"	"	"	"	16,640	.....	.....	10 0	10 0	12 10	12 10	10 0	10 0	10 0	10 0	Buchanan W.	
Toryburn.....	"	"	"	"	"	"	"	"	23,000	.....	.....	24 0	15 0	12 10	17 10	14 0	14 0	14 0	14 0	Blaxland C. and Cooper J.	
Tiengah.....	"	"	"	"	"	"	"	"	80,000	640	16,000	20 0	25 0	32 10	40 0	50 0	50 0	50 0	50 0	Darby and Goldfinch.	
Tenterfield.....	"	"	"	"	"	"	"	"	180,000	700	25,000	83 0	82 0	85 0	85 0	60 0	60 0	60 0	60 0	72 10	Donaldson S. A.
Tilbuster.....	"	"	"	"	"	"	"	"	62,620	2,000	12,000	43 0	44 0	47 0	47 0	60 0	60 0	60 0	60 0	60 0	Dumaresq W.
Tia.....	"	"	"	"	"	"	"	"	64,000	640	20,000	46 0	48 0	48 0	44 0	60 0	60 0	60 0	60 0	60 0	Denne H. and R.
Tiara.....	"	"	"	"	"	"	"	"	16,000	.....	8,000	15 0	18 0	19 0	20 0	20 0	20 0	20 0	20 0	20 0	Alexander J.
Tiara.....	"	"	"	"	"	"	"	"	10,240	640	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Murphy W.
Terrible Vale.....	"	"	"	"	"	"	"	"	40,320	.....	12,000	25 0	28 0	30 0	37 0	35 0	30 0	30 0	30 0	30 0	Taylor W. T.
Tenterden.....	"	"	"	"	"	"	"	"	64,000	.....	12,000	22 10	22 10	20 0	27 10	30 0	30 0	30 0	30 0	30 0	Cheesborough J. W.
Winterbourne.....	"	"	"	"	"	"	"	"	30,720	640	8,000	15 0	20 0	21 0	23 0	30 0	30 0	30 0	30 0	30 0	Daniel and King.
Wibbea.....	"	"	"	"	"	"	"	"	21,760	1,300	.....	23 0	22 0	12 10	12 10	20 0	20 0	20 0	20 0	20 0	Kerr C., and Panton F. G. and W. W.
Woodfield†.....	"	"	"	"	"	"	"	"	3,800	.....	.....	10 0	10 0	.....	.....	.....	.....	.....	.....	.....	Rudder E. W.
Warwick.....	"	"	"	"	"	"	"	"	3,840	200	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Smith W.
Waterloo.....	"	"	"	"	"	"	"	"	32,000	.....	.....	12 10	20 0	22 10	20 0	20 0	20 0	20 0	20 0	20 0	Alexander J.
Whitmore.....	"	"	"	"	"	"	"	"	51,200	.....	12,000	25 0	22 10	22 10	32 10	32 0	32 0	30 0	30 0	30 0	Bloxsome O.
Winscombe.....	"	"	"	"	"	"	"	"	17,920	800	.....	17 10	22 10	20 0	21 0	12 10	12 10	12 10	12 10	12 10	Darby A.
Wallamumbie.....	"	"	"	"	"	"	"	"	115,000	.....	.....	45 0	52 10	52 10	57 10	72 0	72 0	72 0	72 0	72 0	Hall T. S.
Waterloo.....	"	"	"	"	"	"	"	"	92,160	.....	.....	17 10	15 0	20 0	22 10	56 0	56 0	56 0	56 0	56 0	M'Intyre M.
Ward's Mistake.....	"	"	"	"	"	"	"	"	81,920	.....	.....	12 10	15 0	15 0	15 0	50 0	50 0	50 0	50 0	50 0	Nowland W.
Wellingrove.....	"	"	"	"	"	"	"	"	100,000	.....	10,000	30 0	30 0	30 0	37 10	25 0	25 0	25 0	25 0	25 0	Campbell A. and Buchanan B.
Wellington Vale.....	"	"	"	"	"	"	"	"	65,000	1,720	24,000	40 0	47 10	42 10	51 0	40 0	40 0	40 0	40 0	40 0	Robertson R. R. C.
Walcha.....	"	"	"	"	"	"	"	"	60,000	.....	20,000	40 0	46 0	50 0	44 0	50 0	50 0	50 0	50 0	50 0	Rundle, Chapman, and Dangar.
Yarrabandini.....	"	"	"	"	"	"	"	"	23,040	600	.....	10 0	10 0	10 0	12 10	10 0	10 0	10 0	10 0	10 0	Chapman A.
Yarrowcl.....	"	"	"	"	"	"	"	"	12,800	500	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ferrier J.
Yesaba.....	"	"	"	"	"	"	"	"	7,680	640	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Salwey H.
Yarrowich W.....	"	"	"	"	"	"	"	"	30,400	640	4,000	20 0	21 0	21 0	23 0	20 0	20 0	20 0	20 0	20 0	Fenwick C. D.
Yarrow Creek.....	"	"	"	"	"	"	"	"	64,000	.....	.....	12 10	15 0	17 10	20 0	40 0	40 0	40 0	40 0	40 0	Dickson J.
Yarrowich.....	"	"	"	"	"	"	"	"	51,200	2,500	.....	35 0	47 0	45 0	43 0	37 10	37 10	37 10	37 10	37 10	Dangar H.
Yarrowich E.....	"	"	"	"	"	"	"	"	32,000	.....	8,000	15 0	10 0	12 10	15 0	20 0	20 0	20 0	20 0	20 0	Fenwick C. D.
Yarraford.....	"	"	"	"	"	"	"	"	12,800	.....	6,000	17 10	24 0	26 0	15 0	10 0	10 0	15 0	15 0	15 0	Bloxsome O.
TOTAL.....	167	165	162	163	163	162	161	162	6,957,220	50,550	621,000	3,568 0	3,696 10	3,610 0	3,739 0	4,219 10	4,183 10	4,171 0	4,183 10		

CROWN LANDS UNDER LEASE OR LICENSE

Gwydir.																			
Ard Gowan Plains	51,200	800	15	0	10	0	15	0	12	10	12	10	12	10	12	10	12	10	Blake A.
Burton Burron	49,920	960	15	0	20	0	10	0	34	0	15	0	15	0	15	0	15	0	Eckford J.
Berrygill	64,000	800	12	10	22	10	10	0	10	0	10	0	10	0	10	0	10	0	Pringle R.
Berongo	64,000	800	20	0	30	0	27	10	17	10	40	0	40	0	40	0	40	0	Cameron, Holt, and Tooth.
Burgaria	9,600	640	13	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Montefiore, Graham, and Co.
Boonal	48,000	1,440	25	0	25	0	15	0	15	0	22	10	22	10	22	10	22	10	Dight S. B.
Big River Station	49,920	1,440	17	10	17	10	15	0	17	10	22	10	22	10	22	10	22	10	Borthwick W. M., junr., and Bull C.
Binniguy	33,250	960	21	0	17	10	17	10	12	10	15	0	15	0	15	0	15	0	Eaton D., and Crawley W. and J.
Big Leather	32,000	640	10	0	12	10	10	0	10	0	10	0	10	0	10	0	10	0	Fitzgerald R.
Bingarra	44,800	1,600	39	0	41	0	39	0	34	0	25	0	25	0	25	0	25	0	Hall G., Estate of.
Bulleene	13,440	800	15	0	15	0	15	0	15	0	12	10	12	10	12	10	12	10	Hall G., Estate of.
Booloroo	40,960	1,280	22	10	22	10	22	10	32	0	20	0	20	0	20	0	20	0	King R.
Burrandown	39,680	960	10	0	10	0	10	0	10	0	15	0	15	0	15	0	15	0	M'Donald J.
Bangheel	49,920	1,800	37	10	39	0	44	0	37	10	27	10	27	10	27	10	27	10	Rusden F.
Bonangar	19,200	800	10	0	10	0	10	0	12	10	12	10	12	10	12	10	12	10	Tey's A. and J.
Blue Nobby	19,200	800	15	0	23	0	24	0	30	0	12	0	12	0	12	0	12	0	Russell W.
Bingerang	22,400	640	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Dunn A.
Bugobilla	49,920	960	15	0	15	0	17	10	21	0	15	0	15	0	15	0	15	0	Brown J.
Cambo Cambo	51,200	960	15	0	17	10	20	0	37	10	15	0	15	0	15	0	15	0	Bagot and Bailey.
Coppymurrumbill	44,800	1,440	15	0	17	10	15	0	17	10	28	0	22	10	22	10	22	10	Brown J.
Cunbadello	76,800	1,120	17	10	17	10	17	10	17	10	17	10	17	10	17	10	17	10	Cobcroft E.
Carhucky	80,000	1,920	30	0	32	10	37	10	30	0	30	0	30	0	30	0	30	0	Cameron, Holt and Tooth.
Caidmurry	64,000	1,600	22	10	27	10	32	10	30	0	40	0	25	0	25	0	25	0	Ryan D.
Cobbidah	32,000	1,280	10	0	12	10	15	0	15	0	20	0	20	0	20	0	20	0	Eaton D., and Crawley W. and J.
Carore	38,400	2,080	39	0	31	0	34	0	33	0	32	10	32	10	32	10	32	10	Fitzgerald R.
Collymungle	57,600	1,600	80	0	30	0	30	0	10	0	25	0	25	0	25	0	25	0	Pearse J.
Collyhew	26,800	800	10	0	10	0	10	0	10	0	12	10	12	10	12	10	12	10	Grover D.
Carara	38,400	1,600	22	10	30	0	30	0	25	0	25	0	25	0	25	0	25	0	Hoskinson J.
Currangandi	29,440	1,120	12	10	22	10	20	0	21	0	17	10	17	10	17	10	17	10	Lethbridge J. and G. L.
Cobbidah	32,000	1,280	10	0	10	0	15	0	15	0	20	0	20	0	20	0	20	0	Lockhart J.
Coorar	46,080	1,760	21	0	21	0	22	10	20	0	27	10	27	10	27	10	27	10	Hoskisson J.
Currawildie	32,000	1,280	10	0	10	0	15	0	12	10	20	0	20	0	20	0	20	0	Grover D.
Derra Derra	23,680	960	17	10	12	10	10	0	10	0	15	0	15	0	15	0	15	0	Cox W.
Delangera	192,000	3,840	10	0	10	0	10	0	10	0	60	0	60	0	60	0	60	0	Dangar W. J.
Derra	34,560	800	10	0	10	0	10	0	10	0	12	10	12	10	12	10	12	10	Single J.
Eulourie	38,400	960	10	0	10	0	10	0	10	0	15	0	15	0	15	0	15	0	M'Donnell R.
Eena	64,000	800	15	0	15	0	15	0	15	0	12	10	12	10	12	10	12	10	Russell W.
Gnoolooma	81,920	1,280	22	10	25	0	27	10	55	0	20	0	20	0	20	0	20	0	Pearse J.
Gurley and Bumble	64,000	3,040	43	0	25	0	25	0	25	0	47	10	47	10	47	10	47	10	Lloyd J. C., and E. H., and C. W.
Gunneygedah	38,400	1,440	15	0	17	0	17	10	17	10	22	10	22	10	22	10	22	10	Bowman G.
Gourable	80,600	640	12	10	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Blake A.
Goonal	40,960	1,120	10	0	12	10	10	0	12	10	17	10	17	10	17	10	17	10	Brown F.
Gunyerwarildie	102,400	2,560	27	0	35	0	30	0	35	0	40	0	40	0	40	0	40	0	Cox J. H.
Guningundi	19,200	800	10	0	10	0	10	0	10	0	12	0	12	0	12	0	12	0	Bowman J. W.
Gragin	76,800	2,080	30	0	35	0	43	0	43	0	32	10	32	10	32	10	32	10	Checke and Broadhurst.
Gramman	46,080	2,400	35	0	35	0	33	0	38	0	37	10	37	10	37	10	37	10	Checke and Broadhurst.
Gournama	24,960	640	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Checke and Broadhurst.
Gunnee	39,680	1,440	25	0	22	10	22	10	15	0	22	10	22	10	22	10	22	10	Cobcroft J.
Generai	80,000	2,080	22	10	32	0	32	0	27	10	32	10	32	10	32	10	32	10	Adams A. A.
Keeloo	38,400	1,280	25	0	27	10	22	10	22	10	20	0	20	0	20	0	20	0	Pearse J.
Keera	76,800	1,600	10	0	27	10	30	0	27	10	25	0	25	0	25	0	25	0	Single J.
Kunopia	32,000	1,120	17	10	10	0	12	10	17	10	17	10	17	10	17	10	17	10	Wightman A.
Kericngobeldi	17,920	640	10	0	12	10	10	0	10	0	10	0	10	0	10	0	10	0	Kirchner, Sharp, and Waterson.
Lindesay	39,680	2,080	20	0	21	0	20	0	20	0	32	10	32	10	32	10	32	10	Rusden A.
Mogul Mogil	24,960	640	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Lewis R.
Mungibundi	51,200	2,080	30	0	32	0	30	0	27	0	32	10	32	10	32	10	32	10	Baldwin O.

* Licensed for one year only.

† Not Pastor.

‡ Forfeited.

RETURN No. 1.—continued.

NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.								AREA.	GRAZING CAPABILITIES. (Where Assessed.)		RENT.										NAMES OF LESSEES.
	1850	1851	1852	1853	1854	1855	1856	1857		Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.			
	£	s.	£	s.	£	s.	£	s.		£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	
Mince Minane	32,000	....	....	12 10	10 0	10 0	10 0	20 0	20 0	20 0	20 0	20 0	Coberft E.	
Moree	26,880	640	....	20 0	21 0	15 0	15 0	10 0	10 0	10 0	10 0	10 0	Higgins R. G., Betteredge T., & Irving C.	
Niyall Creek	192,000	3,840	....	52 10	47 10	37 10	55 0	60 0	60 0	60 0	60 0	60 0	Dangar W. J.	
Merken (Medgun)	38,400	1,600	....	33 0	35 0	30 0	32 0	35 0	25 0	25 0	25 0	25 0	Fitzgerald R.	
Merrawa	67,200	2,240	....	32 0	34 0	32 0	25 0	25 0	35 0	35 0	35 0	35 0	Howe J. and J.	
Mungyer	64,000	....	....	10 0	12 10	12 10	15 0	10 0	40 0	40 0	40 0	40 0	Bucknell A. W.	
Mosquito Creek	46,080	960	....	15 0	10 0	10 0	10 0	15 0	15 0	15 0	15 0	15 0	Blake A.	
Mandoc	80,000	2,080	....	37 10	37 10	40 0	37 10	32 10	32 10	32 10	32 10	32 10	Rusden F. T. and Selwyn A. E.	
Molroy	80,000	1,600	....	15 0	17 10	25 0	27 10	25 0	25 0	25 0	25 0	25 0	Buckland and Mackay.	
Morrow	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Town W.	
Muggarie	32,000	....	....	17 10	15 0	12 10	15 0	20 0	20 0	20 0	20 0	20 0	Eather R.	
Nepickalina	32,000	1,120	....	17 10	17 10	17 10	17 10	17 10	17 10	17 10	17 10	17 10	Coberft E.	
Noonah	44,800	2,080	....	37 0	30 0	38 0	38 0	32 10	32 10	32 10	32 10	32 10	Fitzgerald R.	
Oregon	13,440	640	....	10 0	11 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	M'Millan J.	
Piedmont	49,920	1,280	....	20 0	22 10	22 10	22 10	20 0	20 0	20 0	20 0	20 0	Capel Daniel.	
Pallaranga	64,000	....	....	10 0	10 0	10 0	10 0	20 0	20 0	20 0	20 0	20 0	Cameron, Holt, and Tooth.	
Pallal	25,600	1,600	....	23 0	21 0	20 0	20 0	25 0	25 0	25 0	25 0	25 0	Ogilvie W. K.	
Rocky Creek	143,360	2,080	....	30 0	32 10	22 10	30 0	32 10	32 10	32 10	32 10	32 10	Pringle R.	
Singapoora	25,600	800	....	10 0	12 10	10 0	12 10	12 10	12 10	12 10	12 10	12 10	Rusden F. T.	
Terry hi hi	48,000	1,440	....	17 10	20 0	20 0	20 0	22 10	22 10	22 10	22 10	22 10	Bowman Geo.	
Tucka Tucka	44,800	1,440	....	27 0	25 0	23 0	23 0	22 10	22 10	22 10	22 10	22 10	M'Dougal J. F.	
Tycannah	12,800	....	....	11 0	12 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bettington J. H.	
Tareelari	51,200	1,600	....	20 0	20 0	20 0	20 0	25 0	25 0	25 0	25 0	25 0	Cullen T.	
Turrawa	64,000	960	....	10 0	12 10	15 0	10 0	15 0	15 0	15 0	15 0	15 0	Town J.	
Tyreel	64,000	1,760	....	31 0	34 0	33 0	32 0	27 10	27 10	27 10	27 10	27 10	Higgins R. G., Betteredge T., & Irving C.	
Trigamon	89,600	2,080	....	22 10	40 0	35 0	42 0	32 10	32 10	32 10	32 10	32 10	Simpson R. P.	
Tellaraga	59,520	1,120	....	27 10	30 0	30 0	12 10	36 0	36 0	17 10	17 10	17 10	Single J. D.	
Towndey	44,800	960	....	12 10	17 10	12 10	20 0	15 0	15 0	15 0	15 0	15 0	Bagot W., C. F., and J.	
Taloona	64,000	960	....	17 10	17 10	10 0	10 0	40 0	15 0	15 0	15 0	15 0	Dines R. and Howe R.	
Umbry	45,440	1,280	....	12 10	15 0	12 10	15 0	28 0	28 0	20 0	20 0	20 0	Bucknell A. W.	
Upper Werrina	64,000	1,600	....	10 0	10 0	12 10	12 10	40 0	40 0	25 0	25 0	25 0	Doyle J. F. and J. G.	
Umbarella	24,320	640	....	15 0	15 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	M'Donald R.	
Wirribilla	46,080	800	....	17 10	12 10	15 0	12 10	12 10	12 10	12 10	12 10	12 10	Roberts R.	
Woolonal	16,000	640	....	17 10	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bettington J. H.	
Werrina	32,000	....	....	12 10	17 10	22 0	17 10	20 0	20 0	20 0	20 0	20 0	Doyle J. F.	
Wattagar	19,840	800	....	30 0	25 0	15 0	30 0	12 10	12 10	12 10	12 10	12 10	Coberft J., jun.	
Whalan	32,000	960	....	12 10	20 0	12 10	12 10	15 0	15 0	15 0	15 0	15 0	Cullen T.	
Wirrah	64,000	1,920	....	30 0	32 10	30 0	30 0	30 0	30 0	30 0	30 0	30 0	Lance T. E.	
Werrina*	32,000	....	....	10 0	10 0	....	....	....	....	....	....	....	Doyle J. F. and J. G.	
Weebollabolla	61,440	1,920	....	33 0	36 0	27 10	25 0	30 0	30 0	30 0	30 0	30 0	Hall G., Estate of.	
Wallangra	69,760	2,560	....	27 10	35 0	42 10	37 10	40 0	40 0	40 0	40 0	40 0	Russell W.	
Wallun	59,520	1,500	....	17 10	23 0	25 0	17 10	22 10	22 10	22 10	22 10	22 10	Adams A. A.	
Yarronah	32,000	1,120	....	10 0	10 0	10 0	10 0	28 0	28 0	17 10	17 10	17 10	Bucknell A. W., C. W., and F. N.	
Yetman	76,800	....	....	27 10	30 0	25 0	25 0	48 0	48 0	48 0	48 0	48 0	Dight H.	
Yagohi	25,600	1,800	....	10 0	20 0	20 0	20 0	16 0	16 0	20 0	20 0	20 0	Blake A.	
Yallaroi	49,920	1,440	....	35 0	35 0	32 10	27 10	22 10	22 10	22 10	22 10	22 10	Dangar H.	
Yaggaba	76,800	....	....	27 10	37 10	37 10	30 0	48 0	48 0	48 0	48 0	48 0	Hoskinson J.	
TOTAL.....	102	102	101	101	100	100	100	100	5,132,080	123,960	2,005 0	2,136 10	2,050 10	2,086 10	2,306 0	2,290 10	2,242 10	2,242 10	2,242 10		

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LIVERPOOL PLAINS.																													
Attunga	40,960	2,400	...	35	0	35	0	43	0	27	10	24	0	24	0	37	10	37	10	Bosley and Burdekin.									
Bundinbarina	56,320	640	...	32	10	35	0	25	0	22	10	10	0	10	0	10	0	10	0	Buckland J. W., junr., and Mackay H.									
Barraba	28,800	1,440	...	21	0	20	0	17	10	20	0	18	0	22	10	22	10	22	10	Adams A. A.									
Black Creek	14,720	...	4,000	13	0	26	0	10	0	10	0	10	0	10	0	10	0	10	0	Hamilton E.									
Bubbogullian	147,200	...	14,000	32	10	26	10	27	10	27	10	92	0	92	0	35	0	35	0	Pringle R.									
Bando Plains	51,200	...	8,000	30	0	27	10	30	0	17	10	20	0	20	0	20	0	20	0	Allison W.									
Bald Hills	32,000	...	5,000	11	0	12	0	10	0	10	0	12	10	12	10	12	10	12	10	White J. T. and G.									
Booradil	15,360	...	4,000	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Sivil J.									
Burren	57,600	640	...	12	10	17	10	17	10	10	0	10	0	10	0	10	0	10	0	Button C.									
Bullorawa	7,680	640	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Dangar T. G.									
Bugilbone	32,000	640	...	15	0	15	0	12	10	10	0	10	0	10	0	10	0	10	0	Brown J. and J. D.									
Berryabar	32,000	800	...	15	0	15	0	10	0	10	0	12	10	12	10	12	10	12	10	Brown J. and J. D.									
Bora	32,000	...	4,000	10	10	10	10	10	0	10	0	10	0	10	0	10	0	10	0	Orr E. and J.									
Bulumbulla	89,600	...	4,000	10	10	10	10	11	0	12	0	10	0	10	0	10	0	10	0	Orr E. and J.									
Burindi	19,840	...	6,000	11	0	10	0	10	0	10	0	12	0	15	0	15	0	15	0	Mort and Cameron.									
Breeza	46,000	1,500	...	20	0	17	10	10	0	15	0	28	0	28	0	22	10	22	10	Clift S.									
Breeza*	100	...	...	10	0	10	0	...	...	...	...	...	...	...	...	...	...	...	...	Conroy J.
Bullerne	32,000	960	...	12	10	12	10	12	10	10	0	20	0	15	0	15	0	15	0	Dangar H.									
Bunglegully	32,000	960	...	20	0	21	0	12	10	15	0	15	0	15	0	15	0	15	0	Evans J.									
Bugaldi	39,680	...	4,000	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Cameron E. W.									
Barraba	76,800	1,920	...	30	0	40	0	40	0	47	10	48	0	30	0	30	0	30	0	Hoskinson J.									
Barraba	40,480	960	...	10	0	10	0	10	0	17	10	12	0	15	0	15	0	15	0	Hughes E.									
Bomera	19,840	...	4,000	17	10	17	10	17	10	17	10	10	0	10	0	10	0	10	0	Hale J.									
Booballa	19,840	...	7,000	12	10	12	10	10	0	10	0	17	10	17	10	17	10	17	10	Hale J.									
Bundalla	19,840	...	6,000	12	10	17	10	10	0	12	10	15	0	15	0	15	0	15	0	Hale J.									
Baan Baa	102,400	...	10,000	30	0	30	0	22	10	27	10	25	0	25	0	25	0	25	0	Morehead and Young.									
Bulgaric	44,800	640	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Joseph M.									
Bone	48,000	...	4,000	10	0	10	0	10	0	10	0	30	0	30	0	30	0	30	0	Lawson N. S.									
Barraba*	160	...	...	10	0	10	0	...	...	...	...	...	...	...	...	...	...	...	...	M'Kid J.
Boggabrie	61,440	...	...	27	10	30	0	27	10	25	0	38	0	38	0	38	0	38	0	Panton J.							
Barrell	44,800	...	6,000	30	0	25	0	20	0	15	0	15	0	15	0	15	0	15	0	Parnell T.									
Bull	25,600	...	6,000	20	0	21	0	15	0	12	10	16	0	15	0	15	0	15	0	Lloyd J. C., E. H., and C. W.									
Bundaballa	25,600	...	4,000	10	0	10	0	10	0	10	0	16	0	10	0	10	0	10	0	Morehead and Young.									
Burburgate	65,920	...	10,000	15	0	30	0	32	10	52	0	40	0	25	0	25	0	25	0	Lloyd J. C., E. H., and C. W.									
Baradean	19,840	640	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Walker R. E.									
Bundulla	32,000	...	6,000	10	0	10	0	10	0	17	10	20	0	20	0	20	0	20	0	Allison W.									
Cummo Cummo	38,400	160	4,000	17	10	26	0	10	0	10	0	24	0	24	0	12	10	12	10	Pringle R.									
Cubaroo	57,600	640	...	15	0	15	0	30	0	12	10	10	0	10	0	10	0	10	0	Dangar W.									
Coghill	61,440	640	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Dangar T. G.									
Curnbubula	18,560	...	4,000	14	10	14	0	11	0	10	0	10	0	10	0	10	0	10	0	Eales J.									
Carroll	25,600	...	5,500	12	10	15	0	15	0	10	0	16	0	16	0	12	10	12	10	Dight H.									
Cooma	32,000	640	...	10	0	10	0	10	0	12	10	10	0	10	0	10	0	10	0	Doyle A.									
Currabubula*	640	...	...	10	0	10	0	...	...	...	...	...	...	...	...	...	...	...	...	Davis J. M.
Currindi	51,200	2,080	...	42	0	46	0	46	0	47	0	32	10	32	10	32	10	32	10	Hall G., Exors. of.									
Carroll	29,440	...	8,000	21	0	20	0	20	0	20	0	20	0	20	0	20	0	20	0	Howe J.									
Cattle Creek	15,360	...	4,000	11	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Hamilton E.									
Cumbil	19,840	640	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Joseph H.									
Currindif	...	...	...	35	0	35	0	35	0	...	...	...	...	...	...	...	...	...	...	Loder G. M.
Cryon	64,000	640	...	35	0	15	0	10	0	10	0	10	0	10	0	10	0	10	0	M'Donald A.									
Collybleu	33,680	...	6,000	35	0	25	0	10	0	15	0	24	0	15	0	15	0	15	0	Hamilton E.									
Dinnoarindi	30,720	1,600	...	20	0	25	0	20	0	17	10	18	0	25	0	25	0	25	0	Baldwin O.									
Doonoo Range	51,200	200	6,000	32	10	35	0	25	0	17	10	32	0	32	0	15	0	15	0	Clift S.									
Dandry	16,000	640	...	10	0	11	0	10	0	10	0	10	0	10	0	10	0	10	0	Carlow C.									
Dury	33,680	...	9,000	14	10	13	0	11	0	10	0	24	0	22	10	22	10	22	10	Eales J.									
Duff's Forest†	...	...	...	10	0	10	0	10	0	10	0	10	0	...	...	...	...	...	...	Hughes Mrs. E.
Dungowan Creek	25,600	...	8,000	20	0	20	0	22	10	21	0	20	0	20	0	20	0	20	0	Jenkins, R. L.									

BEYOND THE SETTLED DISTRICTS.

* Forfeited. † Subdivided in "Quirindi North" and "Quirindi South." ‡ "Duff's Forest," "M'Intyre Creek," and "Mingary," now licensed as one run, called "Detached from Barraba."

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RETURN No. 1.—continued.

NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.								AREA.	GRAZING CAPABILITIES. (Where Assessed.)		RENT.							NAMES OF LESSEES.		
	1850	1851	1852	1853	1854	1855	1856	1857		Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.		1857.	
	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.				£ s.		£ s.	£ s.						
Dungalear	"	"	"	"	"	"	"	"	44,800	1,120	....	20 0	25 0	26 0	17 10	17 10	17 10	17 10	Hungerford E., senr.	
Detached from Barraba*	"	"	"	"	"	"	"	"	37,760	160	4,000	....	....	....	....	....	....	....	Hughes Mrs. E.	
Drilidool	"	"	"	"	"	"	"	"	22,440	640	....	15 0	17 10	17 10	10 0	10 0	10 0	10 0	Dangar W.	
Doughboy Hollow	"	"	"	"	"	"	"	"	25,600	....	6,000	10 0	10 0	10 0	20 0	16 0	15 0	15 0	Loder A.	
East Bowent	"	"	"	"	"	"	"	"	16,000	....	....	10 0	10 0	....	....	....	....	....	Blaxland W.	
Gunandilly	"	"	"	"	"	"	"	"	25,600	....	5,800	17 10	12 10	10 0	10 0	16 0	16 0	12 10	12 10	Christian J. and Humphreys C. H.
Goangra	"	"	"	"	"	"	"	"	44,800	800	....	10 0	10 0	10 0	10 0	28 0	12 10	12 10	12 10	Cox E.
Galathra	"	"	"	"	"	"	"	"	65,920	1,000	....	24 0	25 0	20 0	27 10	15 0	15 0	15 0	15 0	Lloyd J. C., E. H., and C. W.
Gundemain	"	"	"	"	"	"	"	"	74,880	2,000	....	32 0	42 10	52 0	25 0	30 0	30 0	30 0	30 0	Lloyd J. C., E. H., and W. C.
Gullendaddy	"	"	"	"	"	"	"	"	162,560	....	15,000	47 10	21 10	22 10	22 10	37 10	37 10	37 10	37 10	Denison R. A.
Gunnelah	"	"	"	"	"	"	"	"	22,400	....	6,000	10 0	11 0	12 0	11 0	15 0	15 0	15 0	15 0	Bowman J. M.
Ginger	"	"	"	"	"	"	"	"	29,440	640	....	10 0	10 0	10 0	10 0	18 0	10 0	10 0	10 0	Dangar T. G.
Goriagilla	"	"	"	"	"	"	"	"	5,120	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Brown T.
Gorian	"	"	"	"	"	"	"	"	70,400	640	....	24 10	25 0	21 0	21 0	10 0	10 0	10 0	10 0	Pearce J.
Gerrewillie	"	"	"	"	"	"	"	"	16,000	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cox G. H. and A. B.
Henryandi	"	"	"	"	"	"	"	"	16,000	1,000	....	17 10	17 10	15 0	12 0	15 0	15 0	15 0	15 0	Eather T.
Hummubah	"	"	"	"	"	"	"	"	28,800	640	....	15 0	10 0	12 10	10 0	10 0	10 0	10 0	10 0	Forrester G.
Jacob and Joseph	"	"	"	"	"	"	"	"	17,920	....	4,000	14 0	14 0	11 0	10 0	10 0	10 0	10 0	10 0	Fales J.
Ironbark Creek	"	"	"	"	"	"	"	"	84,560	1,600	....	30 0	27 10	27 10	25 0	20 0	25 0	25 0	25 0	Spencer Messrs.
Keepit	"	"	"	"	"	"	"	"	25,600	....	10,000	10 0	21 0	23 0	24 0	16 0	16 0	25 0	25 0	Bell W. S.
Kickerbill	"	"	"	"	"	"	"	"	38,400	....	10,000	19 10	19 10	15 0	22 10	24 0	24 0	25 0	25 0	Blaxland J.
Kiamber	"	"	"	"	"	"	"	"	25,600	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Miller J.
Long Point	"	"	"	"	"	"	"	"	44,800	....	9,000	14 10	14 0	20 0	25 0	28 0	22 10	22 10	22 10	Eales J.
Loderst	"	"	"	"	"	"	"	"	640	....	....	1 0	10 0	....	....	....	....	....	....	Fridman I.
Mooki	"	"	"	"	"	"	"	"	32,000	....	....	....	....	....	....	....	....	....	....	H. B. Society.
Menedebrie	"	"	"	"	"	"	"	"	18,560	....	5,000	10 0	10 0	10 0	12 10	10 0	10 0	12 10	12 10	Cobcroft R. W.
Menedebrie	"	"	"	"	"	"	"	"	21,760	....	7,500	24 0	23 0	22 0	21 0	12 0	12 0	17 10	17 10	Cobcroft J. senr.
Milihomi	"	"	"	"	"	"	"	"	16,000	640	....	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Newman H. R.
Moonbi Creek	"	"	"	"	"	"	"	"	25,600	....	8,000	20 0	20 0	17 10	21 0	18 0	20 0	20 0	20 0	Gill J.
Molly	"	"	"	"	"	"	"	"	51,200	640	....	12 10	15 0	10 0	10 0	10 0	10 0	10 0	10 0	Ezzey C.
Mandowey	"	"	"	"	"	"	"	"	55,680	1,580	....	20 0	20 0	17 10	30 0	34 0	22 10	22 10	22 10	Hall T. S.
Merrywhinebone	"	"	"	"	"	"	"	"	32,000	640	....	12 10	12 10	12 10	10 0	10 0	10 0	10 0	10 0	Dangar W.
Moore Creek	"	"	"	"	"	"	"	"	19,840	....	10,000	15 0	16 0	16 0	21 0	25 0	25 0	25 0	25 0	Hall C.
Mooki Springs	"	"	"	"	"	"	"	"	17,920	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Elford J.
McIntyre Creek	"	"	"	"	"	"	"	"	10 0	10 0	10 0	10 0	10 0	....	....	....	Hughes Mrs. E.	
Mingara	"	"	"	"	"	"	"	"	10 0	10 0	10 0	10 0	10 0	....	....	....	Hughes Mrs. E.	
Merrygala	"	"	"	"	"	"	"	"	20,480	....	5,000	15 0	15 0	15 0	12 10	12 10	12 10	12 10	12 10	Allison W.
Merremborough	"	"	"	"	"	"	"	"	64,000	640	....	15 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Joseph M.
Merah	"	"	"	"	"	"	"	"	49,920	900	....	26 0	26 0	23 0	22 10	12 10	12 10	12 10	12 10	Loder G. A. and J.
Murkadool	"	"	"	"	"	"	"	"	51,200	800	....	10 0	10 0	10 0	10 0	12 10	12 10	12 10	12 10	Rouse E.
Manilla	"	"	"	"	"	"	"	"	32,000	800	....	15 0	10 0	10 0	10 0	12 10	12 10	12 10	12 10	Rouse E. G.
Mooki	"	"	"	"	"	"	"	"	33,920	....	4,000	15 0	17 10	10 0	10 0	20 0	20 0	10 0	10 0	Reynolds R.
Milkengourie	"	"	"	"	"	"	"	"	19,200	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Town J., senr.
Manilla and Glenriddle	"	"	"	"	"	"	"	"	26,880	3,000	....	30 0	37 10	26 0	24 0	16 0	45 0	45 0	45 0	Lloyd J. C., E. H., and C. W.
Malaravay	"	"	"	"	"	"	"	"	32,000	....	5,000	15 0	23 0	12 10	12 10	12 10	12 10	12 10	12 10	Eckford J.
Moredevill	"	"	"	"	"	"	"	"	11,520	....	4,000	....	....	....	....	10 0	10 0	10 0	10 0	Brown J.
Neninga	"	"	"	"	"	"	"	"	17,920	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cook S. W.
Nomeby	"	"	"	"	"	"	"	"	59,520	1,400	....	20 0	25 0	25 0	35 0	20 0	20 0	20 0	20 0	Cox G.
Namoi Hut	"	"	"	"	"	"	"	"	71,680	5,000	10 0	21 0	21 0	20 0	12 10	12 10	12 10	12 10	Denison R. A.	
Nurraby	"	"	"	"	"	"	"	"	44,800	1,000	2,000	22 10	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Doyle B. and F. M.

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RETURN No. 1.—continued.

NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.							AREA.	GRAZING CAPACITIES. (Where Assessed.)		RENT.							NAMES OF LESSEES.									
	1850	1851	1852	1853	1854	1855	1856		1857	Cattle.	Sheep.	1850.	1851.	1852.	1853.		1854.		1855.		1856.		1857.				
															£	s.	£		s.	£	s.	£		s.	£	s.	£
BLIGH.											£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	Jude J.		
Armytree	"	"	"	"	"	"	"	16,000	640	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Pearse and Gill.
Brewan	"	"	"	"	"	"	"	32,000	...	...	12	10	10	0	10	0	10	0	10	0	10	0	20	0	20	0	B. bart Mrs.
Beery	"	"	"	"	"	"	"	16,000	...	4,000	10	0	10	0	10	0	11	0	10	0	10	0	10	0	10	0	Lee W. and Brady J. and J.
Buggil	"	"	"	"	"	"	"	16,000	...	...	10	0	10	0	10	0	11	0	10	0	10	0	10	0	10	0	Fales J.
Bucklenbah	"	"	"	"	"	"	"	25,600	...	9,000	10	0	10	0	10	0	10	0	10	0	16	0	16	0	16	0	Hentig F. G.
Bearbong	"	"	"	"	"	"	"	16,000	...	3,000	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Bank of N. S. W.
Belgoreen	"	"	"	"	"	"	"	76,800	...	8,000	11	0	11	0	11	0	11	0	10	0	48	0	20	0	20	0	Bayley H.
Bald Ridge Creek	"	"	"	"	"	"	"	16,000	600	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Blackman W.
Bullarara	"	"	"	"	"	"	"	48,000	1,500	...	10	0	10	0	10	0	44	0	32	0	30	0	30	0	30	0	Cheatham J. L.
Bongebong	"	"	"	"	"	"	"	16,000	...	4,000	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Garland and Bingham.
Burbagil	"	"	"	"	"	"	"	16,000	...	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Mort and Cameron.
Ballimore	"	"	"	"	"	"	"	16,000	...	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Egan B.
Biabindo (Bebrue)	"	"	"	"	"	"	"	16,000	640	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Cameron E. W.
Bulgogar	"	"	"	"	"	"	"	12,000	...	4,000	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Bayley H.
Binnia	"	"	"	"	"	"	"	16,000	...	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Downing G.
Bungebar	"	"	"	"	"	"	"	16,000	...	...	10	0	10	0	10	0	10	0	12	0	12	0	12	0	12	0	Lunn G.
Bundy	"	"	"	"	"	"	"	20,000	...	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Lawson N. S.
Bonana Rock	"	"	"	"	"	"	"	16,000	...	4,000	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Lowe W.
Borgasa	"	"	"	"	"	"	"	16,000	...	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Lowe W.
Belaro	"	"	"	"	"	"	"	38,800	1,280	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Walker and Cornish.
Burway	"	"	"	"	"	"	"	16,000	...	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Lowe M. and J.
Bundemar Creek	"	"	"	"	"	"	"	16,000	...	...	10	0	10	0	10	0	14	0	10	0	10	0	10	0	10	0	Lowe C.
Burrin	"	"	"	"	"	"	"	36,000	...	...	10	0	10	0	10	0	10	0	10	0	10	0	22	0	20	0	Morhead R. A.
Bodangerai	"	"	"	"	"	"	"	16,000	640	...	11	0	10	0	11	0	12	10	10	0	10	0	10	0	10	0	Morris J.
Bulladorin	"	"	"	"	"	"	"	16,000	...	...	10	0	10	0	...	...	...	...	...	...	...	...	...	...	Mitchell A.		
Bonanda*	"	"	"	"	"	"	"	60,570	...	6,000	10	0	10	0	10	0	10	0	14	0	36	0	15	0	15	0	Cornish and Brocklehurst.
Buckinbinnie	"	"	"	"	"	"	"	16,000	640	...	10	0	10	0	10	0	22	0	13	0	10	0	10	0	10	0	Reardon J.
Bimble	"	"	"	"	"	"	"	16,000	640	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Rouse E.
Billa Billa	"	"	"	"	"	"	"	19,200	...	...	10	0	10	0	10	0	10	0	10	0	12	0	12	0	12	0	Hassell E. O.
Bourbeen	"	"	"	"	"	"	"	64,000	...	...	12	10	17	10	12	10	12	10	40	0	40	0	40	0	40	0	White J., Trustees of
Boorooman	"	"	"	"	"	"	"	30,000	...	3,000	10	0	10	0	10	0	10	0	10	0	20	0	10	0	10	0	Mort and Cameron.
Breeleng	"	"	"	"	"	"	"	19,200	...	...	10	0	10	0	10	0	10	0	12	0	12	0	12	0	12	0	Rouse G.
Bonebone	"	"	"	"	"	"	"	16,000	640	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Cameron E.
Belar	"	"	"	"	"	"	"	16,000	...	4,000	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Cornish and Brocklehurst.
Billarbigal	"	"	"	"	"	"	"	2,000	...	2,000	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Nevell E.
Botheroc	"	"	"	"	"	"	"	16,000	...	3,000	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Walker R. R.
Biambil	"	"	"	"	"	"	"	32,000	800	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Walker J.
Bulyawa	"	"	"	"	"	"	"	32,000	...	...	20	0	17	10	15	0	15	0	20	0	20	0	20	0	20	0	Loder G.
Brewarina North	"	"	"	"	"	"	"	16,000	...	5,000	10	0	10	0	10	0	12	10	10	0	12	10	12	10	12	10	Brown A.
Caigan	"	"	"	"	"	"	"	16,000	800	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Brown A.
Cuttabelew	"	"	"	"	"	"	"	16,000	...	4,000	10	0	10	0	10	0	11	0	10	0	10	0	10	0	10	0	Brown A.
Caroul	"	"	"	"	"	"	"	16,000	...	4,000	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Bennett E.
Curbin	"	"	"	"	"	"	"	16,000	600	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Bishop J.
Collingilli	"	"	"	"	"	"	"	15,000	...	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Walker W.
Collerimoi	"	"	"	"	"	"	"	16,000	...	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Rouse G.
Curbin	"	"	"	"	"	"	"	20,000	...	...	10	0	10	0	10	0	10	0	12	0	12	0	12	0	12	0	McMahon M.
Combarra	"	"	"	"	"	"	"	40,000	...	...	17	10	20	0	12	10	10	0	10	0	24	0	24	0	24	0	Dangar W.
Cumboderryderry	"	"	"	"	"	"	"	32,000	...	...	15	0	15	0	12	10	10	0	20	0	20	0	20	0	20	0	Richards B.
Collinarry	"	"	"	"	"	"	"	16,000	...	4,000	10	0	10	0	10	0	10	0	14	0	10	0	10	0	10	0	Cameron E. W.
Canamoona	"	"	"	"	"	"	"	16,000	...	...	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Cameron E. W.

Corah	16,000	800	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	12 10	12 10	Jude J.
Cubemencoc*	16,000	....	....	10 0	10 0	....	....	....	....	....	....	....	Kempe and Doyle.
Corobingle	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Watt D., and M'Master H., and D., and J.
Carlinda or Weclah	19,200	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	12 0	12 0	Wood G.
Collumbri*	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	....	....	M'Cubbin J.
Cobra Uragy*	16,000	2,000	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker, Cornish, and Cruikshank.
Cocaniman	16,000	2,000	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cameron E. W.
Carlinda	23,040	....	....	10 0	10 0	10 0	12 10	14 0	14 0	14 0	14 0	14 0	Cox R. and V., and Lewis W.
Coolabarabyan	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Croxon A.
Colemberawang	64,000	2,000	....	10 0	13 0	13 0	13 0	20 0	40 0	30 0	30 0	30 0	Wentworth W. G., and Christie J.
Collylear	16,000	....	3,000	10 0	10 0	10 0	14 0	20 0	10 0	10 0	10 0	10 0	Wentworth W. G., and Christie J.
Conambil	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker R. R.
Dubbo	20,000	....	4,000	10 0	10 0	10 0	10 0	10 0	12 0	12 0	10 0	10 0	Dulhanty E.
Deringulla	16,000	....	1,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cameron E. W.
Dilly Dilly	16,000	....	2,500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker J.
Elong Elong†	16,000	....	....	....	....	....	....	....	....	....	....	....	Antony W.
Eringanerring	21,000	300	....	10 0	10 0	10 0	10 0	12 0	10 0	10 0	10 0	10 0	Tailby G.
Euroballa	32,000	....	....	10 0	10 0	10 0	10 0	20 0	20 0	20 0	20 0	20 0	Rouse E.
Euromedha	16,000	....	4,000	10 0	10 0	10 0	12 10	24 0	10 0	10 0	10 0	10 0	Cornish and Brocklehurst.
Emogandry	32,000	....	4,000	10 0	10 0	10 0	12 10	20 0	20 0	10 0	10 0	10 0	Walker and Cornish.
Euroka	32,000	800	....	15 0	15 0	15 0	13 0	20 0	20 0	12 10	12 10	12 10	Walker and Cornish.
Gungalina	16,000	500	....	10 0	10 0	10 0	17 10	17 10	10 0	10 0	10 0	10 0	Blackman W.
Gidonbilla	32,000	1,000	....	10 0	10 0	10 0	12 10	12 10	20 0	20 0	20 0	20 0	Blackman W.
Greenbar Creek	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Watt D., and M'Master H., and D., and J.
Gotta Rock	16,000	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Lawson N. S.
Gullaragambone	23,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Low R.
Ganber Ganber	25,600	....	4,000	10 0	10 0	10 0	10 0	16 0	10 0	10 0	10 0	10 0	Rouse G.
Geralgunan*	32,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Rouse E. and G.
Gerawa	16,000	....	2,000	10 0	10 0	10 0	10 0	10 0	12 0	11 0	10 0	10 0	Cameron E. W.
Geary	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	M'Culloch A. H.
Geralgambone	23,000	800	....	10 0	10 0	10 0	10 0	20 0	2 0	12 10	12 10	12 10	Taylor G.
Gillendoon	16,000	....	....	10 0	10 0	10 0	12 10	10 0	10 0	10 0	10 0	10 0	Walsh and Fisher.
Garemina	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Lawson W., junr.
Honeysuckle	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Lawson W., senr.
Illamurgullia, Old	16,000	640	....	10 0	10 0	10 0	11 0	10 0	10 0	10 0	10 0	10 0	Brown A.
Illamurgullia, New	16,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Dobart Mrs.
Killawareena	16,000	500	....	10 0	10 0	10 0	10 0	12 0	10 0	12 10	12 10	12 10	Lawson W., junr.
Kedgar	23,040	....	....	10 0	10 0	10 0	10 0	14 0	14 0	14 0	14 0	14 0	Spicer T.
Lower Gerawher	20,400	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Hyceronimus N.
Lagoons	16,000	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Watt D., and M'Master H., and D., and J.
Large Onkey Creek	38,400	....	6,000	10 0	15 0	15 0	22 10	30 0	24 0	15 0	15 0	15 0	Jones A. B.
Mohonia	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Druitt E. and J.
Moge Mellon	16,000	....	4,000	12 0	12 0	10 0	11 10	10 0	10 0	10 0	10 0	10 0	Brown A.
Miangullia	32,000	....	4,000	10 0	10 0	10 0	10 0	10 0	20 0	10 0	10 0	10 0	Bayley N. P.
Mole	16,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bennett R.
Manguil or Hoblingrah	16,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Richardson A.
Mullingundry	16,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Lee W., junr.
Marbi or Bobrah	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Jackson R.
Meayula	16,000	200	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Sowden S.
Mowbla	16,000	....	3,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Watt D., and M'Master H., and D., and J.
Marthlaguy	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Low R.
Molema	16,000	....	....	10 0	10 0	10 0	12 10	20 0	10 0	10 0	10 0	10 0	M'Rea and Sheridan.
Merrigal Creek	16,000	....	....	10 0	10 0	10 0	12 10	10 0	10 0	10 0	10 0	10 0	M'Gregor A.
Mickeygunagal	2,500	....	2,500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Nevell T.
Marabone	16,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Perry M.
Murrumbidgerie	24,064	1,000	....	16 0	16 0	16 0	21 0	16 0	14 0	15 0	15 0	15 0	Cornish E. B., and Cruikshank A.
Mundoran	16,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cameron J.

BEYOND THE SETTLED DISTRICTS.

* Forfeited.

† Subdivision of "Darbigal" run.

RETURN No. 1.—continued.

NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.								AREA.	GRAZING CAPABILITIES. (Where Assessed.)		RENT.							NAMES OF LESSEES.	
	1850	1851	1852	1853	1854	1855	1856	1857		Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.		1857.
												£ s.		£ s.						
Minnbidbone									16,000	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Gardiner J. A.
Mungranby									19,200	....	640	10 0	10 0	10 0	10 0	10 0	12 0	10 0	10 0	Hassall E. O.
Medaway									16,000	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Douglas J.
Mobara									16,000	....	2,500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cameron E.
Marabie									32,000	....	....	10 0	12 10	10 0	12 10	20 0	20 0	20 0	20 0	Garton G.
Mumbedah									2,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Nevell E.
Magomadine									20,000	....	800	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker R. R.
Molambong									32,000	....	1,280	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker J.
Marambilla									32,000	....	1,280	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker J.
Milrea									32,000	....	....	22 10	20 0	22 10	15 0	20 0	20 0	20 0	20 0	Glass A.
Nengal									16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Blackman J.
Nerebone									16,000	....	3,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Crick W.
Narrowin									15,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker W.
Nirangari									16,000	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Watt D., and M'Master H., and D., and J.
Naran									16,000	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	M'Vicar A.
Oakey Creek									16,000	....	4,000	10 0	10 0	10 0	22 10	30 0	24 0	10 0	10 0	Allison W.
Oraldelbinna									16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Rouse G.
Pilligawarina									16,000	....	700	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bennett R.
Pear Pear									16,000	....	500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Blackman W.
Parmidman									16,000	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cameron E. W.
Peckobutta									16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Lawson W., senr.
Peter Duffety									4,500	....	700	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Rouse G.
Pollybrewang									16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Coleman J.
Pean									32,000	....	800	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker J.
Quantambone									32,000	....	....	25 0	22 10	22 10	13 0	20 0	20 0	20 0	20 0	Druitt J. and E.
Rock Station									29,132	....	4,000	10 0	10 0	10 0	10 0	10 0	18 0	10 0	10 0	Cornish E. B.
Round Hills									16,000	....	2,500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker J.
Spicer's Creek									32,000	....	5,000	10 0	10 0	10 0	10 0	20 0	12 10	12 10	12 10	M'Donald J. and Gillis J., junr.
Sandy Creek									16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Morison J.
Tacklebong									16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bennett R.
Tourawindah									16,000	....	4,000	10 0	10 0	10 0	11 10	10 0	10 0	10 0	10 0	Brown A.
Tandenburn									16,000	....	4,000	10 0	10 0	10 0	11 10	10 0	10 0	10 0	10 0	Brown A.
Tyrone									16,000	....	....	12 0	12 0	10 0	11 10	10 0	10 0	10 0	10 0	Lee W.
Turawandie									16,000	....	....	12 0	12 0	12 0	10 0	10 0	10 0	10 0	10 0	Eales J.
Turidgerie									30,720	....	12,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Eales J.
Tenandri									16,000	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cameron E. W.
Terramungamine									16,000	....	4,000	10 0	10 0	10 0	12 10	14 0	10 0	10 0	10 0	Cornish E. B. and Brocklehurst W. W.
Troy									16,000	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cornish E. B.
Tharambone									32,000	....	....	10 0	10 0	10 0	10 0	20 0	20 0	20 0	20 0	Richards J.
Turawandi									20,000	....	5,000	11 0	11 0	11 0	10 0	12 0	12 10	12 10	12 10	Hale J.
Tourable									16,000	....	....	11 0	11 0	11 0	10 0	10 0	10 0	10 0	10 0	Blackstone J.
Tongabar									32,000	....	1,280	10 0	10 0	10 0	11 0	10 0	20 0	20 0	20 0	Perry M.
Terraconangadgelle									16,000	....	....	10 0	10 0	10 0	10 0	20 0	10 0	10 0	10 0	Rouse E.
Tenandrie									32,000	....	1,000	10 0	10 0	10 0	14 0	20 0	20 0	15 0	15 0	Wentworth W. C. and Christie J.
Ulomogo									19,200	....	3,000	10 0	10 0	10 0	10 0	10 0	12 0	12 0	12 0	Eales J.
Ulomogo									16,000	....	3,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bennett R.
Ulamambrie									24,000	....	6,000	10 0	10 0	10 0	10 0	14 0	15 0	15 0	15 0	Cox E.
Urabile									16,000	....	3,500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cox E.
Ulandar Creek									16,000	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Watt D., and M'Master D., and H., and J.
Ulah									32,000	800	15 0	15 0	10 0	10 0	20 0	12 10	12 10	12 10	Brown J. and J. D.

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Ungleona	16,000	10 0	10 0	10 0	10 0	20 0	10 0	10 0	10 0	10 0	10 0	10 0	Rouse E.		
Umungla	28,800	900	10 0	10 0	10 0	12 10	18 0	18 0	12 10	12 10	12 10	12 10	12 10	Rouse G.		
Uronbong	16,000	500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walsh and Fisher.		
Wallanani	16,000	3,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bennett R.		
Walla Walla	16,000	2,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cameron E. W.		
Wallingambone	16,000	800	10 0	10 0	10 0	10 0	10 0	10 0	10 0	12 10	12 10	12 10	12 10	Gibson G.		
Wambobbie	28,125	6,000	10 0	10 0	10 0	12 10	16 0	16 0	15 0	15 0	15 0	15 0	15 0	Mort and Cameron.		
Warree	16,000	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Low J. and M.	
Warrana	25,000	....	10 0	10 0	10 0	17 10	14 0	14 0	14 0	14 0	14 0	14 0	14 0	Buchanan W. F.	
Wambandry	32,000	1,280	10 0	10 0	10 0	10 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Rouse E.		
Woolooloolony	16,000	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Rouse E.		
Wiragai	21,000	4,000	10 0	10 0	10 0	12 10	12 0	12 0	12 0	10 0	10 0	10 0	10 0	Walker and Cornish.		
Weetalabar	16,000	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cameron E. W.		
Woolongolong	16,000	2,500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker J.		
Warraba	16,000	....	10 0	10 0	10 0	12 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Smith G.	
Wallambrawang	16,000	2,500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker R. R.		
Yearanan	16,000	....	10 0	10 0	10 0	11 10	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Brown A.	
Yalcogrin	16,000	....	12 0	12 0	12 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Low C.	
Yarrowil	17,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Peberdy W.		
Yorrie	23,000	....	10 0	10 0	10 0	10 0	14 0	14 0	14 0	14 0	14 0	14 0	14 0	Blackstone J.	
Yaragrin	16,000	6,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker R. R.		
Yoolandric	32,000	1,280	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker R. R.		
Yowendah	32,000	800	10 0	17 10	22 10	11 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Bagot and Bailey.		
Yoolangra	16,000	2,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker R. R.		
TOTAL	180,180	178,178	176,176	176,176	175,175	3,737,151	38,720	260,500	1,883 0	1,897 0	1,859 0	1,971 10	2,149 10	2,215 10	2,077 10	2,065 10
WELLINGTON.																
Boree Nyrang	66,560	640	11,000	40 0	40 0	35 0	35 0	37 10	37 10	37 10	37 10	37 10	37 10	37 10	Barton R. J.	
Billybong	176,000	8,000	17 10	17 10	10 0	15 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Boulton Brothers.	
Billabong	8,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Miller K.	
Ban Ban, or Canalgan	25,600	800	10 0	10 0	10 0	10 0	10 0	12 0	10 0	10 0	10 0	10 0	10 0	10 0	Lawson W., senr.	
Barrabadeau	96,000	640	12 10	13 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Stralorn J.	
Booree	25,000	960	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Parnell C.	
Bulgandramine	44,800	1,000	25 0	10 0	10 0	12 10	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Gilmour J. N.	
Boree Cabonne	44,000	8,000	10 0	17 10	20 0	10 0	30 0	30 0	30 0	30 0	30 0	30 0	30 0	30 0	Smith J.	
Boree*	....	....	17 10	15 0	12 10	10 0	....	....	....	....	....	....	....	....	Smith J.
Bangaroo	17,620	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Icely T.	
Berewombinia	16,000	640	20 0	22 0	15 0	21 0	10 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Clements J. F.	
Bunawang	38,000	1,000	12 10	12 10	12 10	10 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Oakes G.	
Bunglegumbie	15,000	640	10 0	10 0	11 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Mort and Cameron.	
Ban Ban	25,600	800	21 0	22 0	22 0	22 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Wentworth W. C. and Christie J.	
Burrawang	30,000	6,000	26 0	27 0	28 0	27 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	Lord F.	
Balderidgerie	51,000	6,000	11 10	11 10	20 0	22 10	32 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Ramsay D.	
Boorall and Ten Mile Creek	38,000	6,000	11 0	11 0	10 0	10 0	24 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Ramsay D.	
Badjerribong	25,600	960	12 10	10 0	10 0	10 0	16 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Ramsay D.	
Bugabagil	51,200	1,500	27 10	27 10	30 0	27 10	22 10	22 10	22 10	22 10	22 10	22 10	22 10	22 10	Ranken W. B. and J. A.	
Borambil	19,200	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Suttor W. H.	
Baker's Swamp	6,400	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ferguson A.	
Buckinbah	25,000	6,500	14 0	13 0	15 0	15 0	14 0	14 0	14 0	14 0	14 0	14 0	14 0	14 0	Mort and Cameron.	
Brymedurah	90,350	350	12,000	16 10	27 10	40 0	35 0	35 0	35 0	35 0	35 0	35 0	35 0	35 0	Finch Brothers.	
Belubulah	10,000	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Grant J.	
Blow Clear	16,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Watkins J.	
Boreenore†	16,000	640	....	....	....	....	....	....	....	....	....	....	....	....	Smith J.
Cardington	28,000	6,000	12 10	10 0	17 10	12 10	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Boulton Brothers.	
Coolee	16,000	700	11 0	12 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker J. and Cornish E. B.	

* Subdivided into two runs called "Boreenore" and "Cheersman's Creek."

† Subdivision of "Boree" run.

RETURN No. 1.—continued.

NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.							AREA.	GRAZING CAPABILITIES. (Where Assessed.)		RENT.							NAMES OF LESSEES.			
	1850	1851	1852	1853	1854	1855	1856		1857	Cattle.	Sheep.	1860.	1861.	1862.	1863.	1864.	1865.		1866.	1867.	
												£ s.		£ s.	£ s.	£ s.					
Caradgery	"	"	"	"	"	"	"	25,000	750	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bray and Palmer.	
Condoulan	"	"	"	"	"	"	"	25,600	800	....	10 0	21 0	22 0	17 10	12 10	12 10	12 10	12 10	Street P. J. and A.	
Canomadine or Woolshed	"	"	"	"	"	"	"	8,000	....	1,500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Lawson W., junr.	
Coobong	"	"	"	"	"	"	"	38,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Oakes G.	
Camboogle Cambang	"	"	"	"	"	"	"	19,000	....	5,000	15 0	10 0	10 0	10 0	12 10	12 10	12 10	12 10	Zuill W. and J.	
Carrawobbity	"	"	"	"	"	"	"	16,000	800	....	12 0	14 0	11 0	11 0	12 10	12 10	12 10	12 10	Rawsthorne J.	
Cullenburrawang	"	"	"	"	"	"	"	16,000	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Zuill W. and J.	
Curra Creek	"	"	"	"	"	"	"	6,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Mort and Cameron.	
Cheescman's Creek*	"	"	"	"	"	"	"	12,000	640	....	....	....	....	....	....	....	....	....	Keenan J.
Dronbalgie	"	"	"	"	"	"	"	25,000	1,000	....	20 0	20 0	20 0	17 10	15 0	15 0	15 0	15 0	Twaddell J.	
Dooran	"	"	"	"	"	"	"	12,800	640	....	11 0	12 0	11 0	10 0	10 0	10 0	10 0	10 0	Walker J. and Cornish E. B.	
Darobal	"	"	"	"	"	"	"	16,000	....	4,000	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker J. and Cornish E. B.
Davy's Plains	"	"	"	"	"	"	"	64,000	1,000	12,000	45 0	47 0	42 0	44 0	45 0	45 0	45 0	45 0	Lawson W., junr.		
Dundulamal	"	"	"	"	"	"	"	16,000	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cornish E. B. and Brocklehurst W. W.	
Delga	"	"	"	"	"	"	"	19,000	....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ross W.	
Dulhunty	"	"	"	"	"	"	"	16,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ramsay D.	
Derribong	"	"	"	"	"	"	"	44,000	1,300	....	20 0	20 0	17 10	17 10	20 0	20 0	20 0	20 0	Kerr A.	
Eugoura	"	"	"	"	"	"	"	50,000	1,800	....	32 10	32 10	32 10	27 10	27 10	27 10	27 10	27 10	Clements J. F.	
Ellengerah	"	"	"	"	"	"	"	12,800	700	10 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cox G. H. and A. B.	
Eurimbola	"	"	"	"	"	"	"	20,000	....	6,000	12 10	15 0	12 10	17 10	15 0	15 0	15 0	15 0	Lord F.	
Enawccena	"	"	"	"	"	"	"	16,000	....	4,000	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker J. and Cornish E. B.
Gunningbar (old)	"	"	"	"	"	"	"	16,000	640	....	10 0	10 0	10 0	11 0	10 0	10 0	10 0	10 0	Gardiner J. A.	
Goimbla	"	"	"	"	"	"	"	12,800	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker J.	
Galwary	"	"	"	"	"	"	"	6,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker J.	
Goonoo	"	"	"	"	"	"	"	30,000	1,000	....	10 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Hyeronimus N.	
Gradell	"	"	"	"	"	"	"	25,600	1,200	....	15 0	15 0	15 0	15 0	17 10	17 10	17 10	17 10	Corse J. S. and J.	
Gradgery	"	"	"	"	"	"	"	22,000	1,280	....	24 0	15 0	15 0	12 10	20 0	20 0	20 0	20 0	Cummings W.	
Gulgo	"	"	"	"	"	"	"	19,200	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Power T.	
Gobondry†	"	"	"	"	"	"	"	16,000	640	....	13 0	16 10	10 0	....	....	....	....	....	Dargin J.
Garra	"	"	"	"	"	"	"	18,000	....	5,500	11 10	21 0	15 0	12 10	12 10	12 10	12 10	12 10	Lord F.	
Genanigi	"	"	"	"	"	"	"	76,800	1,500	....	37 10	22 10	12 10	15 0	22 10	22 10	22 10	22 10	Lee W., junr.	
Gunnegildra	"	"	"	"	"	"	"	15,000	640	10 0	11 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	Readford T.	
Gamboola	"	"	"	"	"	"	"	9,500	640	12 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Smith J.	
Gunningblan	"	"	"	"	"	"	"	16,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cummings W.	
Gunning	"	"	"	"	"	"	"	16,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cummings W.	
Gearey	"	"	"	"	"	"	"	4,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	M'Killop D.	
Goonoo, South	"	"	"	"	"	"	"	25,600	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Loder G.	
Garule Garule	"	"	"	"	"	"	"	25,000	1,280	20 0	20 0	15 0	12 10	20 0	20 0	20 0	20 0	20 0	Donald and Baird.	
Gunningbar	"	"	"	"	"	"	"	16,000	10 0	Samuel L. and S.	
Gunningbar	"	"	"	"	"	"	"	16,000	10 0	Jardine J.	
Gunningbar	"	"	"	"	"	"	"	16,000	10 0	Jardine J.	
Kyargathur	"	"	"	"	"	"	"	25,600	850	17 10	15 0	20 0	15 0	12 10	12 10	12 10	12 10	12 10	Lane W.	
Loombah	"	"	"	"	"	"	"	10,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Callaghan J.
Little River	"	"	"	"	"	"	"	19,200	5,000	12 10	15 0	12 10	10 0	12 10	12 10	12 10	12 10	12 10	Cornish and Cruikshank.	
Lower Gerawhey	"	"	"	"	"	"	"	19,200	1,000	11 0	13 0	21 0	17 10	15 0	15 0	15 0	15 0	15 0	Pitt G. M.	
Molong Nyrang	"	"	"	"	"	"	"	1,893	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Alexander S. and I.
Minore	"	"	"	"	"	"	"	16,000	700	13 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	M'Culloch A. H.
Meadows	"	"	"	"	"	"	"	2,000	640	10 0	10 0	12 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Keenan J.
Merryambone	"	"	"	"	"	"	"	16,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Wentworth W. C. and Christie J.

Mogong	12,800	640	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Clements J.		
Mole	16,000	700	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cope J.		
Mullee	16,000	700	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cope J.		
Murrunderry	19,200	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Kerr A.		
Mungaree	70,000	1,280	14 10	16 10	12 10	12 10	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Dargin J.		
Mount Foster	22,400	800	12 10	10 0	10 0	10 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Cox G. H. and A. B.		
Mumblebone	16,000	800	13 0	10 0	10 0	10 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Hennessy M.		
Molong Stations	3,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Kerr A.		
Molong Swamp & Bob's Creek	640	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Kite T.		
Mukabill	25,600	700	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Lane J. B.		
Mullar	19,200	700	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Lawson W., junr.		
Mulguthery	25,000	960	12 10	10 0	10 0	10 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Lord G. W.		
Mullingudgery	16,000	640	10 0	10 0	11 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ferguson A.		
Mount Park, Euromedha	32,000	5,000	12 10	10 0	10 0	10 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Walker J. and Cornish E. B.		
Meadows	18,000	160	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Roke T.		
Memildra	20,000	4,000	12 10	16 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Finch Brothers.		
Moomblet	3,200	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Verner W.		
Murraman	16,000	640	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Comerford P. and Kealy E.		
Manwanga	25,600	1,280	22 0	22 0	17 10	12 10	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Oakes G.		
Nanima	16,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	West J., junr.		
Narcna or Nelcomby	64,000	1,280	12 10	15 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	McDougall D. N. and W.		
Narragal	14,200	4,000	21 0	20 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Maxwell J.		
Nurea	8,000	640	12 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	McPhillamy R.		
Narradandy	7,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walsh M.		
Narramine	51,200	960	15 0	20 0	17 10	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Christie J. and Wentworth W. C.		
Ohela	26,000	200	7,000	17 10	20 0	17 10	17 10	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Ireland J.		
Springs	20,000	320	4,000	16 0	13 0	15 0	17 10	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Donald and Baird.		
Timnce or Gerothery	32,000	6,000	10 0	10 0	12 10	10 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Mort and Cameron.		
Toogong	64,879	640	8,000	38 0	22 10	25 0	22 10	30 0	30 0	30 0	30 0	30 0	30 0	30 0	30 0	Campbell J. S.		
Tilga	12,000	4,000	10 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Robinson W.		
Torningley	22,400	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Gilmour J. N.		
Trajaree	20,000	640	10 0	10 0	10 0	10 0	10 0	14 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	West J., junr.		
Trangi and Gowan	19,200	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker and Cornish.		
Timberlyungan	50,000	1,800	40 0	40 0	37 10	27 10	27 10	27 10	27 10	27 10	27 10	27 10	27 10	27 10	27 10	McPhillamy C.		
Upper Gerawhey	16,000	700	13 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cornish E. B. and Cruikshank A.		
Weraigudrie	16,000	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Boulton Brothegs.		
Wambanglang	22,000	640	4,000	10 0	22 0	23 0	24 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	McKillop D.		
Waterhole	8,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Miller K.		
Wandoo Wandang	45,000	7,000	12 10	14 10	17 10	20 0	17 10	17 10	17 10	17 10	17 10	17 10	17 10	17 10	17 10	Strahorn J.		
Warraberry	11,000	4,000	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Strachan J.		
Wallaba	35,000	1,000	12 0	10 0	10 0	12 10	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Murnane O.		
Wetherwa	7,500	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cornish E. B. and Cruikshank A.		
Walla Walla	16,000	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker J. and Cornish E. B.		
Warran	32,000	1,280	20 0	20 0	20 0	10 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Lawson W., junr.		
Wyabray	32,000	1,280	20 0	30 0	21 0	17 10	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Parnell T.		
Wallenbilling	16,000	640	12 0	13 0	11 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Phillips Saml.		
Woolawigny	12,800	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ramsay D.		
Wcemobaa	51,200	1,280	27 10	32 10	22 10	15 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Walker J. and Cornish E. B.		
Willie	16,000	700	10 0	11 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ridge R.		
Willandra	12,800	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Donald D.		
Willandra	32,500	7,500	22 0	21 0	20 0	17 10	17 10	17 10	17 10	17 10	17 10	17 10	17 10	17 10	17 10	Wentworth W. C.		
Yullunderi	19,200	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Kerr A.		
Yamingbil	16,000	700	11 0	11 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Walker J. and Cornish E. B.		
Yaralamboine	16,000	700	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Wentworth W. C. and Christie J.		
Yamma	16,000	800	13 0	12 0	10 0	10 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	McKintosh J. N.		
TOTAL	127	127	126	125	124	124	124	3,255,042	74,910	225,000	1,762 0	1,767 10	1,694 10	1,623 0	1,715 10	1,684 0	1,685 0	1,683 10

BEYOND THE SETTLED DISTRICTS.

* Subdivision of "Boree" run. † Forfeited.

RETURN No. 1.—continued.

NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.								AREA.	GRAZING CAPABILITIES. (Where Assessed.)		RENT.										NAMES OF LESSEES.
	1850	1851	1852	1853	1854	1855	1856	1857		Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.			
	£ s.				£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.				£ s.							
LACHLAN.																						
Arramagong									25,600	800	12 10	12 10	10 0	10 0	16 0	12 10	12 10	12 10	Maley P.			
Arm's Vale									26,850	640	10 0	10 0	10 0	10 0	16 0	10 0	10 0	10 0	Campbell W. D.			
Bangalal									1,700	300	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Barry L.			
Bogolaro									29,440	800	17 10	12 10	15 0	12 10	18 0	18 0	18 0	18 0	Barber S.			
Benduek									64,000	1,000	17 10	12 10	15 0	12 10	18 0	18 0	18 0	18 0	Barber S. and Williams T.			
Bald Hills									41,800	6,000	22 10	17 10	17 10	10 0	28 0	15 0	15 0	15 0	Bolend T.			
Booloorec									16,640	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Jeffrey W.			
Burrowa									14,920	6,000	12 0	11 0	10 0	11 0	15 0	15 0	15 0	15 0	Broughton W. H.			
Bland Plains									64,000	1,000	12 0	20 0	17 10	10 0	40 0	15 0	15 0	15 0	Simons W.			
Back Creek									23,160	800	10 0	10 0	10 0	10 0	16 0	12 10	12 10	12 10	Simons W.			
Barnedman									35,840	800	12 10	22 10	15 0	10 0	22 0	12 10	12 10	12 10	Simons W.			
Bundaburra									23,040	1,000	22 0	21 0	17 10	12 10	15 0	15 0	15 0	15 0	Strickland J.			
Bangalal									4,600	400	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Conway M.			
Burramunda Troy									16,000	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Croaker J. W. and P. H.			
Burrowa									15,360	600	10 0	12 10	10 0	10 0	10 0	10 0	10 0	10 0	Corcoran R.			
Brawlín									44,800	1,600	27 10	30 0	12 10	12 10	25 0	25 0	25 0	25 0	Dallas J. A.			
Bogalong									12,800	500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Julien R.			
Bland									44,800	1,000	15 0	15 0	12 10	10 0	28 0	15 0	15 0	15 0	Gibson A.			
Boga Bogalong									30,720	1,000	15 0	12 10	10 0	10 0	46 0	15 0	15 0	15 0	Gibson A.			
Bendinine									9,250	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	O'Brien C.			
Black Range									13,600	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Davison R.			
Boyd									25,600	960	21 0	22 0	15 0	12 10	15 0	15 0	15 0	15 0	Strickland J.			
Bellingrambil									64,000	1,500	17 10	22 10	22 10	20 0	22 10	22 10	22 10	22 10	Tom W.			
Bumbaldry									7,680	400	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Hope A.			
Broula									7,680	400	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Hood W.			
Bongerabijong									22,400	4,000	10 0	10 0	10 0	10 0	14 0	14 0	10 0	10 0	Icely T.			
Berenbed									76,160	1,000	10 0	12 10	10 0	12 10	15 0	15 0	15 0	15 0	Lupton J.			
Beuangaroo									12,800	100	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Dwyer T.			
Bolamble									25,600	700	12 10	12 10	12 10	10 0	10 0	10 0	10 0	10 0	Suttor W. H.			
Bogalong									17,280	600	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Armour M.			
Bimbalengel*									50,000	500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Sullivan T.			
Bogandillon									16,000	640	10 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	Miller J.			
Beabula									51,200	1,000	12 10	12 10	15 0	12 10	15 0	15 0	15 0	15 0	Bagot C. N.			
Berambah									142,720	2,000	21 0	23 0	23 0	24 0	30 0	30 0	30 0	30 0	Hervey M. and Alleyne R. J.			
Breakfast Creek									33,250	1,000	20 0	17 10	15 0	12 10	15 0	15 0	15 0	15 0	Ryan M.			
Burrowa									3,925	350	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Smellie T.			
Bandan									16,000	300	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Novell J.			
Billybong									19,200	700	13 0	12 0	10 0	10 0	10 0	10 0	10 0	10 0	Lee T.			
Burthong									53,120	1,800	12 10	17 10	10 0	10 0	27 10	27 10	27 10	27 10	Ryan E.			
Bonyeo									16,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Salting S. K.			
Bringella									76,800	1,200	10 0	10 0	10 0	10 0	17 10	17 10	17 10	17 10	Hervey M. and Alleyne R. J.			
Bong Bong									19,840	640	10 0	10 0	10 0	10 0	12 0	10 0	10 0	10 0	Campbell G.			
Bendick Murrell									12,160	640	10 0	12 10	10 0	10 0	10 0	10 0	10 0	10 0	Stewart J. H.			
Bowning									6,700	600	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Minchan D.			
Balabla									30,080	900	15 0	15 0	10 0	10 0	18 0	12 10	12 10	12 10	Simons W.			
Bundigery									12,800	800	10 0	11 0	12 0	12 0	10 0	10 0	12 10	12 10	Taylor W.			
Billibong									16,000	1,000	10 0	12 0	12 0	10 0	10 0	15 0	15 0	15 0	Marsden J.			
Bumbaldry									17,280	800	15 0	15 0	10 0	10 0	10 0	12 10	12 10	12 10	Watt W. R.			
Bland									23,040	1,000	21 0	23 0	20 0	17 10	14 0	15 0	15 0	15 0	Chisholm J.			
Balabla									19,200	700	10 0	10 0	10 0	10 0	12 0	10 0	10 0	10 0	Caldwell S.			
Barwarring									15,200	6,000	13 0	13 0	14 0	13 0	15 0	15 0	15 0	15 0	Wellman J. C.			

Burrangong	17,920	1,000	....	15 0	15 0	12 10	10 0	10 0	15 0	15 0	15 0	White J.
Brundah	46,080	....	6,000	17 10	20 0	12 10	10 0	28 0	15 0	15 0	15 0	Wood J. B.
Bogalong	32,000	600	....	10 0	10 0	17 10	10 0	20 0	20 0	10 0	10 0	Drummond T.
Cowal	16,000	600	....	11 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	Atkins W.
Coonon Point	61,000	1,000	....	17 10	20 0	20 0	10 0	15 0	15 0	15 0	15 0	Williams T.
Cota	12,800	640	....	22 0	14 0	12 0	10 0	10 0	10 0	10 0	10 0	Mort and Cameron.
Combarring	19,200	700	....	10 0	10 0	10 0	10 0	12 10	10 0	10 0	10 0	Coman J. and M.
Craigingullen	38,400	1,000	....	12 10	12 10	12 10	10 0	15 0	15 0	15 0	15 0	Darchy T.
Colkibitoo	64,000	900	....	10 0	12 10	15 0	10 0	12 0	12 10	12 10	12 10	Devlin J.
Croot	12,800	450	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Dowd J.
Curianga	7,040	200	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Murray M.
Cucumla	56,320	1,600	....	27 0	41 0	40 0	22 10	34 0	25 0	25 0	25 0	Fitzpatrick J.
Coura Rocks	19,200	600	....	15 0	10 0	10 0	10 0	10 0	12 0	10 0	10 0	Campbell G.
Cootamondra	49,920	1,920	....	17 10	15 0	15 0	12 10	30 0	30 0	30 0	30 0	Hurley J.
Cucumgilliga	30,080	640	....	13 0	15 0	12 10	12 10	18 0	18 0	10 0	10 0	Croaker J.
Calabash	19,840	....	7,000	20 0	21 0	17 10	15 0	17 10	17 10	17 10	17 10	Kelly W. and Parman J.
Copperbella	32,640	....	10,000	17 10	12 0	11 0	11 0	25 0	25 0	25 0	25 0	Lchane J.
Condonblin	18,560	640	....	10 0	12 10	15 0	10 0	10 0	10 0	10 0	10 0	Lee W.
Cumbamarra	42,880	2,560	....	39 0	84 0	38 0	30 0	26 0	40 0	40 0	40 0	Salting S. K.
Cargeligo	24,320	760	....	15 0	21 0	17 10	10 0	10 0	10 0	10 0	10 0	O'Sullivan D. and S.
Cuba	86,400	1,120	....	12 10	17 10	20 0	20 0	17 10	17 10	17 10	17 10	Tooth R.
Cooney's Creek	13,440	640	....	11 10	10 0	11 0	10 0	10 0	10 0	10 0	10 0	Salting S. K.
Cunimbla	17,280	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Hood W.
Curawang	41,850	....	10,000	27 10	25 0	17 10	17 10	25 0	25 0	25 0	25 0	Roberts J.
Carrigabal	26,880	500	....	10 0	10 0	10 0	10 0	16 0	12 10	12 10	12 10	Huland J.
Cullinga	12,800	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Salting S. K.
Cunningham's Creek	8,320	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Salting S. K.
Chidowla	12,800	400	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Carroll E.
Cunningham's Creek*	6,400	....	....	10 0	10 0	....	....	....	....	....	....	Stinson S.
Crother Creek	14,080	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Stewart J. H.
Cadow	19,840	800	....	12 10	15 0	10 0	10 0	12 10	12 10	12 10	12 10	Jones E.
Cunningham's Creek	10,240	300	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ward C.
Carilla	26,880	800	....	15 0	12 10	12 10	10 0	12 10	12 10	12 10	12 10	West J., tertius.
Cooraberrina	33,920	800	....	15 0	15 0	15 0	10 0	20 0	12 10	12 10	12 10	White J.
Cudgemy Country	19,200	600	....	10 0	10 0	10 0	10 0	12 0	10 0	10 0	10 0	Wood J. B.
Duggin Station	12,800	800	....	10 0	10 0	10 0	10 0	10 0	12 10	12 10	12 10	West J., M., and J.
Douglas	38,400	....	7,000	27 10	17 10	20 0	15 0	17 10	17 10	17 10	17 10	Wellman J. C.
Dirongabal	12,160	600	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Miller J.
Dunderaligo	12,800	600	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Allman F. and Murray M.
Dananbilla	16,000	640	....	10 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	Stewart J. H.
Demondrille	38,400	1,920	....	34 0	27 10	32 0	30 0	24 0	30 0	30 0	30 0	Salting S. K.
Enocks	32,000	960	....	20 0	21 0	10 0	12 10	15 0	15 0	15 0	15 0	Suttor J. B. and Bowles E. N.
Eunonyareena	103,751	....	11,000	23 0	24 0	26 0	23 0	27 10	27 10	27 10	27 10	Taylor W.
Five Mile Creek	1,920	350	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Byrne A.
Gegullalong	22,400	400	....	10 0	10 0	10 0	10 0	14 0	10 0	10 0	10 0	Eason G.
Gobarralong	7,680	200	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Crowe and Carberry.
Goburralong	10,880	500	....	10 0	11 0	11 0	11 0	10 0	10 0	10 0	10 0	Clune J. and Quinn J.
Gogillan	5,760	200	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Crowe and Carberry.
Grogan Creek	30,080	600	....	10 0	10 0	10 0	10 0	18 0	10 0	10 0	10 0	Dacey E.
Gogeldrie	147,200	2,200	....	32 0	33 0	32 0	30 0	32 10	32 10	32 10	32 10	Dallas J. A.
Ganmain	76,800	1,100	....	20 0	22 0	23 0	10 0	15 0	15 0	15 0	15 0	Devlin J.
Grogan	23,040	700	....	10 0	12 10	10 0	10 0	14 0	10 0	10 0	10 0	Chisholm J.
Grogan Creek	23,040	800	....	12 10	10 0	12 10	10 0	14 0	12 10	12 10	12 10	Mason J.
Goba Creek	9,600	350	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Moore S.
Gugong	16,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Moulder J.
Gulgo	28,800	1,000	....	12 10	15 0	24 0	12 10	18 0	18 0	15 0	15 0	Murray P.
Grangle	240,000	2,500	30 0	32 0	33 0	35 0	37 10	37 10	37 10	37 10	Hervey M. and Alleyne R. J.

* Forfeited.

RETURN No. 1.—continued.

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NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.								AREA.	GRAZING CAPABILITIES. (Where Assessed.)		RENT.										NAMES OF LESSEES.
	1850	1851	1852	1853	1854	1855	1856	1857		Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.			
	£	s.	£	s.	£	s.	£	s.		£	s.	£	s.	£	s.	£	s.	£	s.			
Gundibendal	23,040	500	....	10 0	10 0	10 0	10 0	14 0	10 0	10 0	10 0	O'Brien W.		
Gundagai	7,040	300	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Collins G. and A. K.		
Galong	49,500	....	10,000	17 10	15 0	10 0	10 0	25 0	25 0	25 0	25 0	Ryan E.		
Gundagai	25,600	800	....	12 10	15 0	17 10	10 0	22 10	12 10	12 10	12 10	Broughton T.		
Geraldra	19,200	600	....	10 0	10 0	12 10	10 0	10 0	10 0	10 0	10 0	Ryan E.		
Gungewalla	17,280	600	....	12 10	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ryan E.		
Gorlagong	10,880	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Nevell B.		
Gobagomlin	19,200	1,600	....	22 0	21 0	24 0	12 10	12 0	25 0	25 0	25 0	Thorne J. M.		
Gummall	25,600	700	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Tom W.		
Geramy	22,400	500	....	10 0	10 0	10 0	10 0	14 0	14 0	10 0	10 0	Tyson J. and W.		
Hoolahan Creek	39,580	600	....	10 0	10 0	10 0	10 0	24 0	10 0	10 0	10 0	Hurley J.		
Heifer Station	71,160	1,000	....	10 0	12 0	10 0	12 0	15 0	15 0	15 0	15 0	Jones M. A.		
Houlong	23,680	850	....	10 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Rudd W.		
Hulong	32,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Flood J.		
Honuna	44,800	1,200	....	10 0	12 10	15 0	17 10	17 10	17 10	17 10	17 10	Warne J.		
Illunie	21,760	....	5,000	15 0	15 0	17 10	15 0	12 0	12 10	12 10	12 10	Pring J.		
Island	19,200	700	....	10 0	12 10	10 0	10 0	10 0	10 0	10 0	10 0	Lord G. W.		
Illalong	8,320	....	4,000	10 0	10 0	11 0	10 0	10 0	10 0	10 0	10 0	Paterson J., J., and A.		
Ironbong	26,880	800	....	10 0	10 0	10 0	10 0	16 0	12 10	12 10	12 10	Sawyer and Palmer D.		
Jemalong	27,520	100	....	10 0	12 10	10 0	10 0	10 0	10 0	10 0	10 0	Lee W.		
Jumballa	10,240	100	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Linnam M.		
Junea	149,760	....	15,000	10 0	25 0	15 0	10 0	49 0	37 10	37 10	37 10	Gwynne and Hammond.		
Jugiong*	640	....	....	10 0	10 0	10 0	....	....	....	....	....	M'Cash W.		
Jugeyong	29,440	1,150	....	20 0	20 0	18 0	....	18 0	....	18 0	....	Flynn J.		
Jollingyong†	23,040	760	....	17 10	17 10	12 10	10 0	....	....	....	....	Sullivan T.		
Kimo	8,320	800	....	10 0	12 0	13 0	12 0	10 0	12 10	12 10	12 10	Thorne G.		
Kenu	33,920	1,000	....	10 0	10 0	10 0	10 0	20 0	15 0	15 0	15 0	Chisholm J.		
Kolangan	19,200	300	....	10 0	20 0	12 10	10 0	12 0	12 0	12 0	10 0	Murphy M.		
Kerryong	7,680	....	4,000	12 10	10 0	11 0	10 0	10 0	10 0	10 0	10 0	Paterson J., J., and A.		
Kangaroooby	11,520	600	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Aspinwall S. A. H.		
Long Flats	16,000	600	....	12 10	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Hanrahan J.		
Marule Springs	32,000	....	6,000	10 0	10 0	10 0	10 0	15 0	15 0	15 0	15 0	Garland and Bingham.		
Marrowee	22,400	760	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Smith J.		
Mea Mia	25,600	900	....	10 0	12 10	12 10	15 0	12 10	12 10	12 10	12 10	Allison W.		
Mcimagong	19,200	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Matheson J.		
Mylora	14,080	500	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Garry J.		
Morangaral	32,000	800	....	12 10	12 10	10 0	15 0	20 0	12 10	12 10	12 10	M'Gregor D. C.		
Merriganouri	30,720	600	....	15 0	17 10	10 0	10 0	18 0	10 0	10 0	10 0	Grant J.		
Mandry	30,720	1,000	....	10 0	15 0	12 10	10 0	18 0	18 0	15 0	15 0	Goodwin C.		
Murrumburra	27,520	....	4,000	10 0	10 0	10 0	10 0	16 0	16 0	16 0	10 0	Murphy M.		
Mooney Mooney	8,320	300	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Hanley T.		
Moonbucca	39,680	900	....	10 0	12 10	12 10	10 0	24 0	12 10	12 10	12 10	Caldwell S.		
Mickabil	25,600	700	....	12 10	12 10	10 0	10 0	10 0	10 0	10 0	10 0	Lee J.		
Murphy's Six Acres*	6	....	....	10 0	10 0	....	....	....	....	....	....	Murphy M.		
Malyan	22,400	640	....	10 0	10 0	10 0	10 0	14 0	10 0	10 0	10 0	Watt W. R.		
Mingay	19,200	800	....	10 0	12 10	10 0	10 0	12 0	12 10	12 10	12 10	Hanlay S.		
Milong	9,600	800	....	10 0	10 0	10 0	10 0	10 0	12 10	12 10	12 10	Roberts J.		
Marengo	38,400	800	4,000	32 10	30 0	27 10	25 0	22 10	22 10	22 10	22 10	Scarr A.		
Muttama	130,560	....	27,000	85 0	87 10	70 0	77 10	67 10	67 10	67 10	67 10	Broughton T.		
Moon Moon Curra	22,400	640	....	10 0	10 0	10 0	10 0	14 0	10 0	10 0	10 0	M'Evoy J.		
Marrymerrigal	11,520	400	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	West J., M., and J.		

Merrybandina	16,000	700	....	10	0	10	0	10	0	12	0	10	0	10	0	10	0	10	0	White E. and S.
Nimby	31,360	900	....	13	0	12	10	15	0	10	0	18	0	18	0	12	10	12	10	Salting S. K.
Narraba	23,680	1,200	....	20	0	20	0	20	0	15	0	14	0	17	10	17	10	17	10	Garland and Bingham.
Narraallan	15,360	600	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Chisholm J.
Nurranderra	76,800	....	....	10	0	15	0	10	0	17	10	48	0	48	0	48	0	48	0	Peter E.
Nimby	6,760	300	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Salting S. K.
Nangus	71,680	....	....	25	0	37	10	37	10	30	0	44	0	44	0	44	0	44	0	Jenkins J. and F.
Nanima	30,720	640	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	West M., J., and J.
Nubba	12,160	500	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Ryan E.
Native Dog Creek	16,000	600	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Wood J. B.
Oura	24,960	1,300	....	17	10	17	10	15	0	10	0	14	0	20	0	20	0	20	0	Loughnan H. N.
Oma	23,040	1,280	....	17	10	17	10	17	10	15	0	14	0	14	0	20	0	20	0	West J., M., and J.
Paddy's Plains	9,600	640	....	10	0	10	0	10	0	10	0	18	0	18	0	10	0	10	0	Smith G. E.
Pinnacle	26,880	640	....	15	0	15	0	10	0	10	0	16	0	10	0	10	0	10	0	Feehily R.
Pimpayimpa	44,800	1,000	....	10	0	10	0	12	10	10	0	15	0	15	0	15	0	15	0	Phelps J. L.
Police Point	38,400	1,000	....	10	0	11	0	11	0	11	0	15	0	15	0	15	0	15	0	Bagot C. N.
Paddy's Plains or Cudgelong	30,720	640	....	10	0	12	10	10	0	15	0	10	0	10	0	10	0	10	0	Smith G. E.
Reedy Creek	5,760	250	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Ryan J. C.
Rossi Point, Lower end	19,200	700	....	10	0	10	0	10	0	10	0	12	0	10	0	10	0	10	0	Mullaly and Barrett.
Stoney Creek	7,680	400	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Conroy J.
Sheep Station Creek	2,350	150	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Loomes J.
Sawyer's Flats	5,200	270	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Grogan W.
Sawyer's Creek	970	40	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Hagerty G.
Stoney Creek	8,320	500	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Mulholland W.
Spring Creek	23,040	....	5,000	12	10	12	10	12	10	10	0	14	0	12	10	12	10	12	10	White J.
The Rocks	21,120	640	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Sprole F. and Marshall W.
Towyal	32,000	1,200	....	15	0	17	10	15	0	15	0	17	10	17	10	17	10	17	10	Lee W.
Tommanbil	17,280	500	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Hamilton H.
Tin Pot Alley	16,000	....	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Hadercroft W.
Tooyal	49,320	800	....	10	0	10	0	10	0	10	0	12	10	12	10	12	10	12	10	Jenkins J.
Thelungarin	57,600	....	10,000	13	0	14	0	16	0	13	0	25	0	25	0	25	0	25	0	Phelps J. L.
Tymora	160,000	1,300	....	10	0	11	0	10	0	10	0	20	0	20	0	20	0	20	0	Sprole F. and Marshall W.
Tregalana	19,200	1,000	....	17	10	17	10	17	10	12	10	12	0	15	0	15	0	15	0	Stoncrest L.
Ulong	32,000	640	....	11	0	12	10	10	0	10	0	10	0	10	0	10	0	10	0	Tooth R.
Ulonga	57,600	1,000	....	15	0	15	0	12	10	12	10	15	0	15	0	15	0	15	0	Higgins R. J.
Uabalong	16,640	640	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Walsh W.
Uabba	29,440	1,000	....	17	10	21	0	15	0	15	0	15	0	15	0	15	0	15	0	Curr, Brothers.
Uardy	32,000	900	....	15	0	15	0	17	10	12	10	12	10	12	10	12	10	12	10	Ray W. and Angel H.
Uoaka or Weeoga	16,000	600	....	10	0	11	0	10	0	10	0	10	0	10	0	10	0	10	0	Walsh J., junr.
Wangagong	18,560	700	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Booth C.
Weelong	24,320	1,000	....	14	0	21	0	17	10	12	10	15	0	15	0	15	0	15	0	Strickland J.
Warraderry	35,200	800	....	15	0	15	0	12	10	12	10	22	0	22	0	12	10	12	10	Cummings W.
Wallaby	32,000	900	....	10	0	10	0	10	0	10	0	12	10	12	10	12	10	12	10	Moore E. L.
Wedgagalong	11,520	600	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Pring J.
Walamundry	25,600	800	....	12	10	12	10	12	10	10	0	16	0	16	0	12	10	12	10	Suttor W. H.
Wardry	26,880	640	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	Cousins R. Y.
Wallendbean	83,200	1,000	8,000	37	10	42	0	25	0	17	10	35	0	35	0	35	0	35	0	Mathieson J.
Woolgarloo	7,680	500	....	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	McCullum A.
Watomondera	23,040	640	....	10	0	10	0	10	0	10	0	14	0	10	0	10	0	10	0	Norman W.
Walla Walla	22,400	700	....	10	0	10	0	10	0	10	0	14	0	10	0	10	0	10	0	Bird J.
Warroo	32,000	1,000	....	21	0	21	0	15	0	15	0	15	0	15	0	15	0	15	0	Lee W.
Warrourie	19,200	640	....	10	0	10	0	10	0	10	0	12	0	10	0	10	0	10	0	Campbell G.
Wooyeot	40,960	1,000	....	17	10	20	0	15	0	15	0	....	....	....	....	....	....	....	....	Sullivan T.
Wantabadgery	64,000	....	12,000	23	0	35	0	27	10	32	10	30	0	30	0	30	0	30	0	Salting S. K. and McDonald A.
Woolloondool	16,000	1,000	....	10	0	10	0	10	0	10	0	10	0	15	0	15	0	15	0	McEvoy J.
Walla Walla	22,400	640	....	12	10	12	10	10	0	10	0	10	0	10	0	10	0	10	0	West T. H.
Wallandra	33,920	800	....	10	0	10	0	12	10	12	10	12	10	12	10	12	10	12	10	Tom W.

* Not Pastoral.

† Forfeited.

BEYOND THE SETTLED DISTRICTS.

RETURN No. 1.—continued.

NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.								AREA.	GRAZING CAPABILITIES. (Where Assessed.)		RENT.										NAMES OF LESSEES.
	1850	1851	1852	1853	1854	1855	1856	1857		Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.			
	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.				£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.			
Woowingeragong	"	"	"	"	"	"	"	"	17,280	700	....	11 0	13 0	10 0	10 0	10 0	10 0	10 0	White R.		
Warrengong	"	"	"	"	"	"	"	"	16,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Campbell G.		
Yaddera	"	"	"	"	"	"	"	"	16,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Moulder J.		
Yonco	"	"	"	"	"	"	"	"	102,400	1,280	....	17 10	12 10	13 0	13 0	20 0	20 0	20 0	Peter J.		
TOTAL	220	220	218	217	214	214	214	214	6,584,762	147,150	199,000	2,940 10	3,079 10	2,853 10	2,614 0	3,245 10	3,056 0	3,004 0	2,984 10			
MURRUMBIDGEE.																						
Adelong Creek*	"	"	"	"	"	"	"	"	2,560	....	....	10 0	10 0	....	....	....	....	....	....
Adelong	"	"	"	"	"	"	"	"	16,000	1,200	....	33 0	34 0	32 0	25 0	20 0	17 10	17 10	17 10	Curran M.	
Adgenbilly, or Bongongo	"	"	"	"	"	"	"	"	32,000	....	....	21 0	20 0	20 0	12 10	20 0	20 0	20 0	10 0	Murphy D.
Adgenbilly*	"	"	"	"	"	"	"	"	1,920	....	....	10 0	10 0	....	....	....	....	....	....	Smith W. H.
Arajoc, or Old Man's Creek	"	"	"	"	"	"	"	"	16,000	....	5,000	37 10	38 10	10 0	32 0	10 0	10 0	10 0	12 10	Osborne H.	
Banna Buck Buck	"	"	"	"	"	"	"	"	6,200	....	2,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	West F.	
Bundalumat	"	"	"	"	"	"	"	"	....	....	....	21 0	17 10	....	....	....	....	....	....	Broughton W. H. and Atkins D.
Berry Jerry	"	"	"	"	"	"	"	"	38,400	1,600	....	33 0	36 0	33 0	33 0	24 0	24 0	24 0	25 0	Osborne H.	
Bullanamang	"	"	"	"	"	"	"	"	121,000	....	15,000	45 0	45 0	46 0	49 0	40 0	40 0	40 0	37 10	Cosgrove J.	
Billybong	"	"	"	"	"	"	"	"	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Broughton W.
Barra	"	"	"	"	"	"	"	"	21,000	1,000	....	10 0	10 0	10 0	10 0	10 0	10 0	15 0	15 0	Bartholemew W.	
Brocklesby	"	"	"	"	"	"	"	"	64,000	....	....	15 0	17 10	20 0	17 10	40 0	40 0	40 0	40 0	Neill B.
Boboyan	"	"	"	"	"	"	"	"	21,000	400	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Crawford A. and Bradshaw W.	
Booroombah	"	"	"	"	"	"	"	"	21,000	600	....	10 0	12 10	10 0	10 0	14 0	14 0	14 0	10 0	Davis W., senr.	
Bungwana	"	"	"	"	"	"	"	"	70,192	1,280	....	20 0	20 0	21 0	20 0	32 6	20 0	20 0	20 0	Dight J.	
Bondo	"	"	"	"	"	"	"	"	12,800	4,000	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	De Salis W. F. and L. F.	
Brewarrana	"	"	"	"	"	"	"	"	32,000	8,000	....	15 0	15 0	23 0	10 0	16 0	20 0	20 0	20 0	Faithful W. P.	
Boratta	"	"	"	"	"	"	"	"	32,000	....	....	21 0	23 0	22 0	22 0	20 0	20 0	20 0	20 0	Ricketson J. and H.
Berremegad	"	"	"	"	"	"	"	"	62,720	....	....	15 0	18 10	25 0	25 0	38 0	38 0	38 0	38 0	Green E. B.
Barham	"	"	"	"	"	"	"	"	89,600	....	....	15 0	19 0	17 10	17 10	56 0	56 0	56 0	56 0	Green E. B.
Banandra	"	"	"	"	"	"	"	"	24,320	8,000	....	20 0	21 0	23 0	21 0	14 0	14 0	20 0	20 0	Peter J.	
Burrongo	"	"	"	"	"	"	"	"	57,600	10,000	....	20 0	23 10	40 0	32 10	86 0	25 0	25 0	25 0	Hillas G.	
Belubla	"	"	"	"	"	"	"	"	32,000	1,000	....	10 0	12 10	23 0	17 10	20 0	20 0	15 0	15 0	Hennessy P.	
Bingagong	"	"	"	"	"	"	"	"	32,000	5,000	....	10 0	10 0	10 0	12 10	20 0	20 0	12 10	12 10	Peter J.	
Burrangong	"	"	"	"	"	"	"	"	16,000	....	....	20 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Mooney J.
Burrobie	"	"	"	"	"	"	"	"	32,000	....	....	21 10	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Clarke W.
Butherwah	"	"	"	"	"	"	"	"	48,000	....	....	21 0	20 0	17 10	12 10	30 0	30 0	80 0	80 0	Taber, Chapman, and Huon.
Buckenbong	"	"	"	"	"	"	"	"	25,600	6,000	....	13 0	17 10	12 10	12 10	16 0	16 0	15 0	15 0	Jenkins J.	
Bangus	"	"	"	"	"	"	"	"	23,000	8,000	....	16 0	15 0	21 0	15 0	14 0	20 0	20 0	20 0	Walker T.	
Boonanooman	"	"	"	"	"	"	"	"	76,800	10,000	....	22 10	22 10	20 0	10 0	44 0	25 0	25 0	25 0	Jeffreys H. C.	
Brungle	"	"	"	"	"	"	"	"	24,320	1,280	....	17 10	10 0	10 0	10 0	14 0	14 0	20 0	20 0	Bray J.	
Billybong	"	"	"	"	"	"	"	"	64,000	....	....	49 0	43 0	46 0	25 0	40 0	40 0	40 0	40 0	Keogh D. P.
Billabong	"	"	"	"	"	"	"	"	32,000	2,030	....	11 0	15 0	24 0	23 0	20 0	20 0	32 10	32 10	Gibson T. J.	
Buckargingle	"	"	"	"	"	"	"	"	12,800	....	....	15 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	Osborne J and H.
Borambola	"	"	"	"	"	"	"	"	65,000	8,000	....	31 10	19 10	30 0	30 0	30 0	20 0	20 0	20 0	Gordon J.	
Bonongle	"	"	"	"	"	"	"	"	44,800	....	....	12 10	15 0	20 0	22 10	28 0	28 0	28 0	28 0	Chadwick N.
Bundura	"	"	"	"	"	"	"	"	89,600	....	....	12 10	12 10	12 10	12 10	56 0	56 0	56 0	56 0	Kennedy J.
Brungle Creek*	"	"	"	"	"	"	"	"	2,560	....	....	10 0	10 0	....	....	....	....	....	....	Perceival T.
Brown's Springs	"	"	"	"	"	"	"	"	7,680	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Petrie K.
Bimbalong	"	"	"	"	"	"	"	"	6,400	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cosgrove J.
Bolero	"	"	"	"	"	"	"	"	14,250	640	....	10 0	10 0	15 0	12 10	20 0	20 0	20 0	10 0	Rourke T.	
Bullenbong	"	"	"	"	"	"	"	"	23,040	1,000	....	11 0	11 0	12 10	10 0	14 0	15 0	15 0	15 0	Davidson A.	
Bumbowlee	"	"	"	"	"	"	"	"	82,000	....	8,000	10 0	15 0	21 0	15 0	20 0	20 0	20 0	20 0	Rankin, Brothers.	

CROWN LANDS UNDER LEASE OR LICENSE

Benderrera	6,400	400	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	M'Evoy J.
Blowing	25,600	1,000	12 10	15 0	10 0	10 0	16 0	16 0	15 0	15 0	15 0	15 0	15 0	Brown E. G.
Bogaledgera*	1,240		10 0	10 0										Watson S. G.
Bringenbrong	26,500	1,200	24 0	21 0	17 10	17 10	20 0	17 10	17 10	17 10	17 10	17 10	17 10	Hervey M.
Bulgunderie	32,000		10 0	10 0	12 10	12 10	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Gibson T. J.
Bowna Creek	4,485	300	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Mitchell J. F. H.
Baal Pool†	32,000		11,000											Bryant W. and E.
Bindar	16,000		10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Owton R.
Coocup	17,250	960					15 0	15 0	15 0	15 0	15 0	15 0	15 0	Broughton J. A.
Condonblonga	12,800	500	16 0	15 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Tresilian J. and R.
Coreen	119,040	14,000	20 0	20 0	30 0	35 0	74 0	35 0	35 0	35 0	35 0	35 0	35 0	De Saille F. and G.
Cavan	51,000	7,000	10 0	10 0	10 0	10 0	20 0	20 0	17 10	17 10	17 10	17 10	17 10	Castle J. F. and Calvert J. S.
Chah Sing	112,000		27 10	36 0	31 0	31 0	30 0	70 0	70 0	70 0	70 0	70 0	70 0	Tennent W. M. and Anderson W.
Chowar	51,200	1,920	58 0	64 0	22 10	20 0	32 0	32 0	32 0	32 0	32 0	32 0	32 0	Cameron A.
Collingully	16,000	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Church J.
Callendina	57,600	7,500	10 0	15 0	15 0	12 10	36 0	17 10	37 10	37 10	37 10	37 10	37 10	Brown R.
Congewarra	20,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cunningham A.
Cumberoona	21,812	1,000	20 0	12 10	15 0	10 0	20 0	15 0	15 0	15 0	15 0	15 0	15 0	Hove J.
Cunningdron	25,600		24 0	22 0	21 0	21 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	Lintott H. G.
Colombo Creek	32,000	6,000	14 0	15 0	20 0	10 0	20 0	20 0	15 0	15 0	15 0	15 0	15 0	Sherwin J.
Carabobala	41,000	8,000	17 10	20 0	15 0	17 10	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Heriot E.
Cobran	64,000		11 10	22 10	20 0	20 0	40 0	40 0	40 0	40 0	40 0	40 0	40 0	Ross J. H. and Caldwell G. L.
Coreen	16,000		15 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Grumell J.
Couradigbee‡	12,800		10 0	10 0	10 0									Williams J. G. Llewellyn.
Coonargo	64,000	8,000	14 10	12 10	15 0	17 10	40 0	40 0	40 0	40 0	40 0	40 0	40 0	Butchart J. and Dun R.
Carnargo§	27,430	7,000												Tyson J. and J.
Courah*	1,920		10 0	10 0										Luff W.
Cornella	32,000		12 10	15 0	15 0	15 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	M'Laurin and Sons.
Cotway, or Adgenbilly	24,320	6,000	13 0	15 0	22 0	12 10	14 0	14 0	14 0	14 0	14 0	14 0	14 0	Burke B. J. W.
Carroonboon	118,400	16,000	22 10	27 10	27 10	27 10	74 0	40 0	40 0	40 0	40 0	40 0	40 0	Ricketson J. and H.
Cookardina	14,250	600	12 0	13 0	13 0	13 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Post and Keane.
Coppabella	24,320	600	10 0	10 0	10 0	10 0	14 0	10 0	10 0	10 0	10 0	10 0	10 0	Robinson J. W.
Curabungamung, North¶	44,800	6,000						15 0	15 0	15 0	15 0	15 0	15 0	Brougham J.
Curabungamung, South	44,800	6,000	20 0	17 10	12 10	12 10	60 0	15 0	15 0	15 0	15 0	15 0	15 0	Brougham P.
Coonong	25,600	6,000	10 0	17 10	12 10	10 0	16 0	16 0	15 0	15 0	15 0	15 0	15 0	Woodhouse E. H.
Couradigbee	16,000	500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Swift J.
Childowla	12,800		10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Rosche L. and P.
Carabost	55,000	320	3,000	11 0	15 0	10 0	16 0	12 10	12 10	12 10	12 10	12 10	12 10	Williams W. and Galvin G.
Cuppacumbalong	16,000	800	10 0	10 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	De Salis L. F.
Couradigbee	12,000	250	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Hosking J.
Cockidje long	32,000	7,000					20 0	22 10	17 10	17 10	17 10	17 10	17 10	Broughton W. H. and Atkins D.
Deniliquin	105,600	12,000	58 0	65 0	126 0	127 0	120 0	120 0	120 0	120 0	120 0	120 0	120 0	Salting S. K.
Demandering	16,000		10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Booth J.
Durbalara	28,800		32 10	17 10	17 10	22 10	32 0	32 0	32 0	32 0	32 0	32 0	32 0	Smith W. R.
Dutjon	38,000	4,000	11 0	11 0	11 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Griffiths T.
Dora Dora	65,902	1,440	17 10	23 0	21 0	20 0	16 0	22 10	22 10	22 10	22 10	22 10	22 10	Jeffreys H.
Doodle Coomer	16,000		10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Keighran T. and J.
Derulamain‡	16,000	640												M'Laurin J. and Sons.
Eli Elwah	73,500	1,280	24 0	21 0	30 0	30 0	40 0	40 0	40 0	40 0	40 0	40 0	40 0	Lang T. and W.
Ellerslie	45,000	8,000	15 0	15 0	15 0	15 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Sharp J. B.
Freshford	6,500	360	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cunningham A.
Four Mile Creek	12,000	400	12 0	15 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Rial W.
Genninderra	24,320		12 10	17 10	20 0	12 10	14 0	14 0	14 0	14 0	14 0	14 0	14 0	Stone and Osborne.
Gonyack*	1,280		10 0	10 0										Duffey J.
Gorm	51,200		20 0	27 10	35 0	22 10	32 0	32 0	32 0	32 0	32 0	32 0	32 0	Capel J.
Gilmour Creek	7,640		11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Wilson R.
Gilmour Creek	720	200	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Archer J. and Broughton R. B.

* Not Pastoral.

† Subdivided into "Nowerome" and "Cockidgedong."

‡ Subdivision of "Nyang" run.

§ Forfeited.

|| Subdivision of "Deniliquin" run.

¶ Subdivision of "Curabungamung, South" run.

RETURN No. 1.—continued.

NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.								AREA.	GRAZING CAPABILITIES. (Where Assessed.)		RENT.								NAMES OF LESSEES.
	1850	1851	1852	1853	1854	1855	1856	1857		Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.	
	£	s.	£	s.	£	s.	£	s.		£	s.	£	s.	£	s.	£	s.	£	s.	
Gotha	"	"	"	"	"	"	"	"	24,320	....	10 0	10 0	10 0	10 0	14 0	14 0	14 0	14 0	Ross J. H. and Caldwell G. C.
Geogur	"	"	"	"	"	"	"	"	48,000	1,920	22 10	25 0	20 0	15 0	30 0	30 0	30 0	30 0	Hay J.	
Green Hills	"	"	"	"	"	"	"	"	12,800	640	10 0	11 0	11 0	10 0	10 0	10 0	10 0	10 0	Sharp J. B.	
Gooroomyragong	"	"	"	"	"	"	"	"	4,000	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	M'Donnell C. and G.
Gri Grik	"	"	"	"	"	"	"	"	13,500	640	18 0	20 10	17 10	12 10	10 0	10 0	10 0	10 0	Pierce J.	
Gunnongjugrawa	"	"	"	"	"	"	"	"	32,000	....	20 0	20 0	20 0	12 10	20 0	20 0	20 0	20 0	Howe T.
Goree	"	"	"	"	"	"	"	"	32,000	....	10 0	10 0	10 0	10 0	20 0	20 0	20 0	20 0	Peter J.
Gunambil	"	"	"	"	"	"	"	"	44,800	....	16 0	24 0	15 0	10 0	20 0	28 0	28 0	28 0	Jones B.
Gerogery	"	"	"	"	"	"	"	"	43,702	8,000	20 0	17 10	21 0	22 0	20 0	20 0	20 0	20 0	Huon A. A.	
Gillenbah	"	"	"	"	"	"	"	"	25,600	7,000	14 10	17 10	12 10	10 0	16 0	16 0	17 10	17 10	Jenkins J.	
Gobarralong*	"	"	"	"	"	"	"	"	1,280	....	10 0	10 0	....	....	....	....	....	....	Leggins J., junior.
Gobarralong*	"	"	"	"	"	"	"	"	1,920	....	10 0	10 0	....	....	....	....	....	....	Quilter J.
Giaour	"	"	"	"	"	"	"	"	32,000	....	10 0	26 0	23 0	26 0	20 0	20 0	20 0	20 0	Jeffreys R. L. and J.
Gregadoo	"	"	"	"	"	"	"	"	12,800	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Nixon R.
Gumly Gumly	"	"	"	"	"	"	"	"	24,320	....	21 0	23 0	10 0	10 0	14 0	14 0	14 0	14 0	Peter J.
Goombargama	"	"	"	"	"	"	"	"	24,320	....	10 0	10 0	21 0	15 0	14 0	14 0	14 0	14 0	Vaughan C. and Wild E.
Gobarralong*	"	"	"	"	"	"	"	"	2,560	....	10 0	10 0	....	....	....	....	....	....	M'Dougall A.
Grubben Plains	"	"	"	"	"	"	"	"	16,000	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Vincent and Morton.	
Glenken	"	"	"	"	"	"	"	"	30,360	1,000	15 0	24 0	23 0	23 0	14 0	15 0	15 0	15 0	Hay J., junr.	
Green Hills	"	"	"	"	"	"	"	"	20,000	960	13 0	13 0	12 10	15 0	15 0	15 0	15 0	15 0	Tresilian R. and J.	
Gudgenby	"	"	"	"	"	"	"	"	24,320	....	10 0	10 0	12 10	15 0	14 0	14 0	14 0	14 0	M'Keachnie C.
Gadarat	"	"	"	"	"	"	"	"	27,414	960	....	....	....	....	15 0	15 0	15 0	15 0	Broughton R.
Hoban, now Oberne	"	"	"	"	"	"	"	"	45,000	1,280	18 10	19 0	32 0	22 0	20 0	20 0	20 0	20 0	Bardwell T. H.	
Head of Gilmore	"	"	"	"	"	"	"	"	40,000	450	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	M'Namara J.	
Hulong	"	"	"	"	"	"	"	"	38,400	....	22 10	25 0	30 0	30 0	24 0	21 0	24 0	24 0	Pearce M.
Hanging Rock	"	"	"	"	"	"	"	"	32,000	4,000	10 0	10 0	20 0	20 0	20 0	20 0	10 0	10 0	Brown S.	
Hoban, now Oberne	"	"	"	"	"	"	"	"	4,800	610	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Galvin G.	
Indi	"	"	"	"	"	"	"	"	24,000	800	19 10	20 10	10 0	10 0	20 0	12 10	12 10	12 10	Hay J.	
Injellick	"	"	"	"	"	"	"	"	32,000	1,280	12 10	15 0	10 0	10 0	20 0	20 0	20 0	20 0	Gottet R. S.	
Jeremiah	"	"	"	"	"	"	"	"	25,600	....	10 0	10 0	10 0	....	....	....	....	....	Murdock J.
Junction Inn*	"	"	"	"	"	"	"	"	320	....	10 0	10 0	....	....	....	....	....	....	Maiden J.
Jeremiah	"	"	"	"	"	"	"	"	12,800	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Murdock J.
Jellingroo	"	"	"	"	"	"	"	"	14,000	....	35 10	33 0	10 0	10 0	14 0	10 0	10 0	10 0	Walker T.
Kyeambeth Creek	"	"	"	"	"	"	"	"	12,800	....	10 0	10 0	....	....	....	....	....	....	Troy N.
Khancoban	"	"	"	"	"	"	"	"	55,000	1,000	12 10	15 0	12 10	12 10	14 0	15 0	10 0	10 0	Hervey M.	
Kialet	"	"	"	"	"	"	"	"	16,000	....	17 10	15 0	21 0	21 0	10 0	10 0	10 0	10 0	Purcell B. and Dougherty J. G.
Killimicat*	"	"	"	"	"	"	"	"	640	....	10 0	10 0	....	....	....	....	....	....	Leahy and Rail.
Kyeambeth	"	"	"	"	"	"	"	"	12,800	....	10 0	10 0	10 0	....	....	....	....	....	Dwyer W.
Kycamba	"	"	"	"	"	"	"	"	32,000	6,000	35 10	33 0	45 0	37 10	40 0	15 0	15 0	15 0	Toole and Troy.	
Lower Deniliquin	"	"	"	"	"	"	"	"	27,400	10,000	....	....	....	....	....	....	....	....	Dun R. and Butchart J.
Little Billabong	"	"	"	"	"	"	"	"	12,168	4,000	12 10	13 0	10 0	10 0	10 0	10 0	10 0	10 0	Williams J.	
Long Point	"	"	"	"	"	"	"	"	6,400	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Howe E. and W., junr.
Lac-ma-lac	"	"	"	"	"	"	"	"	6,000	500	12 10	15 0	10 0	10 0	10 0	10 0	10 0	10 0	Mara T.	
Murray	"	"	"	"	"	"	"	"	27,430	13,000	....	....	....	....	....	....	....	....	Mooney J.
Mondongo	"	"	"	"	"	"	"	"	6,400	....	27 10	27 10	31 0	27 10	30 0	10 0	10 0	10 0	M'Donnell C. and G.
Morumma	"	"	"	"	"	"	"	"	32,000	610	58 0	64 0	20 0	20 0	20 0	20 0	20 0	10 0	Salting S. K.	
Murray Downs	"	"	"	"	"	"	"	"	102,100	....	52 10	26 10	37 10	45 0	64 0	64 0	64 0	64 0	Jeffreys R. L. and J.
Moolamein	"	"	"	"	"	"	"	"	48,000	....	17 10	17 10	25 0	25 0	30 0	30 0	30 0	30 0	Firebracc E. B. and R. S.
Mullinjandra*	"	"	"	"	"	"	"	"	640	....	10 0	10 0	....	....	....	....	....	....	Conley W.
Maragle	"	"	"	"	"	"	"	"	49,640	640	11 0	15 0	10 0	11 0	10 0	10 0	10 0	10 0	Garland J.	
Mooroongatta	"	"	"	"	"	"	"	"	24,320	....	10 0	14 0	22 0	22 0	14 0	14 0	14 0	14 0	Capel J.

Mullion.....	8,800	3,000	10 0	12 10	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Hall Hy.
Mugungwug	3,837	300	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ilere A.
Murgoa.....	32,000	8,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	20 0 Gwynne F. A.
Mount Misery.....	16,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	10 0 Keighran J.
Moroco	61,000	.....	35 0	40 0	37 10	37 10	40 0	40 0	40 0	40 0	40 0	40 0	40 0	40 0 M'Laren and Sons.
Mundewadery	16,000	800	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	12 10	12 10 O'Neil D. and C. Edgell.
Mulwhely	38,400	.....	20 0	23 10	27 10	22 10	24 0	24 0	24 0	24 0	24 0	24 0	24 0	24 0 Hillas G.
Mary's or Billibong Creek	76,800	10,000	20 0	17 10	25 0	15 0	48 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0 Kennedy J.
Moira	112,000	.....	27 10	65 0	65 0	75 0	70 0	70 0	70 0	70 0	70 0	70 0	70 0	70 0 Lewis H. J. and Throsby C.
Morbringer	24,320	5,000	23 0	25 0	20 0	10 0	14 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10 Lester W.
Mannus	39,500	1,120	10 0	10 0	10 0	10 0	30 0	17 10	17 10	17 10	17 10	17 10	17 10	17 10 Burchart H.
Mullion Forest	16,000	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0 Ledger J.
Mungabarcena	28,214	5,000	12 10	14 10	15 0	12 10	16 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10 Osborne J. and H.
Mullingandra	28,526	5,000	15 0	11 0	21 0	10 0	14 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10 Morrice J.
Maraket	4,446	300	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0 Strachan J.
Mulberrygang	60,000	8,000	12 10	17 10	25 0	27 10	36 0	36 0	20 0	20 0	20 0	20 0	20 0	20 0 M'Leay W.
Mangoplar	25,600	8,000	23 0	23 0	22 0	23 0	16 0	16 0	20 0	20 0	20 0	20 0	20 0	20 0 Pring J.
Mountain Creek	29,744	1,280	22 0	22 0	17 10	15 0	14 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0 Purtil and Dalton.
Mohongo	32,000	.....	12 10	10 0	10 0	10 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0 Rand R.
Morago	32,000	10,000	.....	18 10	24 0	21 0	20 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0 Glass H.
Mount Adrah	7,500	400	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0 Sawyer and Deane.
Mundarlo*	320	.....	10 0	15 0	.....	.....	.....	.....	.....	.....	.....	.....	.....	Simpson C.
Mithoura	32,000	.....	23 0	22 0	24 0	23 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0 Stuckey P. junr.
Moolpur	115,200	.....	35 0	37 10	32 10	40 0	72 0	72 0	72 0	72 0	72 0	72 0	72 0	72 0 M'Kimmon C. F.
Mungadingadal	65,800	9,000	40 0	25 0	25 0	22 10	40 0	22 10	22 10	22 10	22 10	22 10	22 10	22 10 Lang, Brothers.
Mungilidginula	6,300	500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0 Lynch R.
Mittagong	16,000	6,000	10 0	13 0	10 0	10 0	10 0	10 0	15 0	15 0	15 0	15 0	15 0	15 0 Vincent E.
Munderoo	18,000	600	12 10	15 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0 Bell B. and Hay J.
Noweronic	51,000	6,000	.....	.....	10 0	25 0	32 0	32 0	15 0	15 0	15 0	15 0	15 0	15 0 Harper and Glass.
Nap Nap	142,000	4,000	35 0	27 10	22 10	22 10	120 0	62 10	62 10	62 10	62 10	62 10	62 10	62 10 Bank of New South Wales, Victoria.
Naas	16,000	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0 Herbert W. and M.
North Warkool	25,600	3,000	21 0	24 0	25 0	25 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0 Gwynne H.
Naas	16,000	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0 Herbert T. and M.
Nyang	32,000	12,000	58 0	64 0	92 0	70 0	80 0	80 0	80 0	80 0	80 0	80 0	80 0	80 0 Salting S. K.
Ondomalino, now Glenroy	58,000	800	10 0	12 10	10 0	12 10	14 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10 Craven P. and M'Auliffe J.
Oraral	56,000	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0 Herbert T. and M.
O'Brien's or Sandy Creek	22,400	.....	20 0	23 0	20 0	15 0	14 0	14 0	14 0	14 0	14 0	14 0	14 0	14 0 Peter J.
Opossum Point	33,000	500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0 Richards M.
Fuon Buon	102,400	32,000	58 0	64 0	78 0	77 0	64 0	64 0	64 0	64 0	64 0	64 0	64 0	64 0 Bagot C. N.
Pig Face Plain** .....	.....	.....	37 10	42 0	44 0	44 0	40 0	40 0	40 0	40 0	40 0	40 0	40 0	40 0 Bagot C. N.
Pevensy	44,800	5,000	15 0	12 10	10 0	12 10	28 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10 Lang Messrs.
Pullitop	32,000	6,000	31 0	19 0	20 0	17 10	20 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0 Keene J. and Cox J.
Piney Range	12,800	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0 Simmons and Murphy.
Pericoot††	76,800	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	48 0 Row E., Goldsborough R., and Kirk G.
Quat Quatta	51,200	.....	22 10	20 0	22 10	25 0	40 0	32 0	32 0	32 0	32 0	32 0	32 0	32 0 Hyland Messrs.
Rose Bank	4,500	450	10 0	10 0	10 0	10 0	16 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0 Mara T. and Downing R.
Round Hill	16,000	10,000	14 0	15 0	15 0	10 0	10 0	10 0	25 0	25 0	25 0	25 0	25 0	25 0 Sherwin J.
South Deniliquin§	27,430	1,120	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	17 10 Tyson J. and J.
Spring Creek	12,800	500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0 Riley W.
Shaking Bog	12,800	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0 Lowther R.
South Gundagai*	320	.....	10 0	10 0	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Songorambah	212,000	24,000	30 0	19 0	56 0	62 0	50 0	60 0	60 0	60 0	60 0	60 0	60 0	60 0 M'Leay A. and G.
Tala	268,800	28,000	75 0	77 10	92 10	102 10	168 0	70 0	70 0	70 0	70 0	70 0	70 0	70 0 Morris A.
Thule	32,000	.....	20 0	20 0	12 10	12 10	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0 Hogg E. J.
Ten Mile Creek	10,663	3,000	18 10	19 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0 Bardwell T. H.
Ten Mile Creek‡	11,411	400	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Ten Mile Creek	20,034	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0 Carmody and Purtil.

* Not Pastoral. † Subdivision of "Mondongudger" or "Mondonga" run. ‡ Forfeited. § Subdivision of "Deniliquin" run. || Subdivision of "Myang" run. ¶ Subdivision of "Darbalara" run.
 ** Subdivided into two runs, called "Pericoota" and "Torringsabby or Long Swamp." †† Subdivision of "Pig Face Plain."

RETURN No. 1.—continued.

NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.							AREA.	GRAZING CAPABILITIES. (Where Assessed.)		RENT.							NAMES OF LESSEES.		
	1850	1851	1852	1853	1854	1855	1856		1857	Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.		1856.	1857.
	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.		£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.		£ s.	£ s.
Toogoombie	82,500	1,440	....	15 0	17 10	22 10	17 10	52 0	52 0	22 10	22 10	Gabbett R. S.	
Toornigabby*	64,000	....	....	....	....	....	....	....	....	....	40 0	Bagot C. N.	
Toomoroona	12,800	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Davis G., senr.	
Table Top	44,219	....	8,000	22 10	21 0	10 0	10 0	20 0	20 0	20 0	20 0	Smith F. and W.	
Tarcuttat	320	....	....	10 0	10 0	....	....	....	....	....	....	Gabbett and Strachan.	
Tararee	16,640	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Tollbet H.	
Tooma	31,350	....	7,000	11 10	15 0	21 0	20 0	20 0	17 10	17 10	17 10	Garland J.	
Turamia	57,600	1,600	....	15 0	15 0	12 10	12 10	36 0	25 0	25 0	25 0	Sherwin G.	
Tattaila	16,000	....	....	10 0	10 0	11 0	11 0	11 0	11 0	10 0	10 0	Row E., Goldsborough R., and Kirk G.	
Tuntunan	32,000	....	....	11 0	10 0	10 0	10 0	20 0	20 0	20 0	20 0	Ross J. H. and Caldwell G. I.	
Toomaroona	24,320	....	....	10 0	10 0	10 0	10 0	14 0	14 0	14 0	14 0	Lowther and Bourke.	
Toonga†	22 0	20 0	10 0	10 0	10 0	....	....	....	Mate T. and C.	
Tuppal Creek‡	27,430	....	11,000	....	....	....	....	....	....	....	27 10	Mooney J.	
Tootal	24,320	....	....	10 0	10 0	12 10	10 0	14 0	14 0	14 0	14 0	Irvine R. and A.	
Tumudgerie	82,000	1,600	....	37 10	19 0	20 0	20 0	20 0	20 0	20 0	20 0	Hervy M. and Cockburn L.	
Tumut	12,800	800	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	12 10	Shelley A. M.	
Tumbalong	320	250	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Stuckey H.	
Tachmas	16,000	....	....	11 0	11 0	11 0	10 0	10 0	10 0	10 0	10 0	Jones R. and Gorman R.	
Tarrabandra	9,600	600	....	20 0	10 0	10 0	10 0	20 0	10 0	10 0	10 0	McEvoy J.	
Tidbinbilla	20,000	500	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Webb Geo.	
Talmalma	3,960	320	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Mowles G.	
Uroly	32,000	....	....	24 0	25 0	22 0	22 0	30 0	20 0	20 0	20 0	Peter J.	
Uranquinty	51,200	....	6,000	19 10	25 0	17 10	15 0	32 0	32 0	15 0	15 0	Talbot G. and Church W. M.	
Ulangaroo‡	25,600	....	....	10 0	10 0	....	....	....	....	....	....	Fitzgibbon E.	
Umutbee†	22 0	20 0	30 0	32 0	24 0	....	....	....	Mate F. H.	
Uratta	32,000	....	....	12 10	21 0	25 0	21 0	20 0	20 0	20 0	20 0	Onslow A. P.	
Urannah or Burroogong	160,000	....	25,000	37 10	39 0	77 10	77 10	100 0	100 0	100 0	62 10	Osborne H.	
Ugoble	70,500	....	9,000	20 0	23 0	25 0	30 0	31 0	30 0	22 10	22 10	Mauleay W. and A. and Clarke W.	
Urannah	12,800	960	....	11 0	10 0	10 0	10 0	16 0	10 0	15 0	15 0	Smith J. and Talbot G.	
Umutbee and Toonga†	77,000	500	....	....	....	....	....	30 0	30 0	30 0	30 0	Mate T. and C.	
Wagga Wagga	25,600	....	5,000	17 10	17 10	20 0	15 0	16 0	12 10	12 10	12 10	Pearson E. C.	
Wannock	28,800	....	....	12 10	15 0	10 0	10 0	18 0	18 0	18 0	18 0	Barber C.	
Weraí	51,200	1,500	....	20 0	23 0	44 0	25 0	32 0	22 10	22 10	22 10	Gwynne H.	
Welaregang	22,250	1,300	....	25 0	24 0	21 0	23 0	16 0	20 0	20 0	20 0	Hay and Chalmers.	
Wangaradgerie	64,000	....	18,000	23 0	23 10	41 0	37 10	40 0	45 0	45 0	45 0	Hay J.	
Walla Walla	32,000	1,600	....	14 10	15 0	15 0	12 10	20 0	20 0	25 0	25 0	Sherwin J.	
Wagra	30,957	1,280	....	15 0	15 0	15 0	12 10	20 0	20 0	20 0	20 0	Hore J., junr.	
Wanganella‡	57,600	....	15,000	13 0	12 10	10 0	10 0	72 0	72 0	37 10	....	Broadribb W. A.	
Windouran	71,680	....	7,000	10 0	17 10	12 10	20 0	44 0	17 10	17 10	17 10	Ashcroft J.	
Weejasper	29,000	500	....	10 0	10 0	10 0	10 0	14 0	14 0	14 0	14 0	McBean A.	
Woomargama	39,870	....	9,000	11 0	12 0	14 0	11 0	10 0	22 10	22 10	22 10	Dickson J.	
Woorooma**	32,000	....	14,000	....	....	....	....	....	....	....	35 0	McBean L.	
Weribalbaldera	3,300	500	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	McAlister T.	
Wallendule	16,000	....	2,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Sherwin J.	
Wagrabilly	25,600	800	....	12 10	20 0	20 0	17 10	16 0	16 0	16 0	12 10	Osborne H.	
Waarbraean	48,000	....	....	20 0	22 10	20 0	27 10	30 0	30 0	30 0	30 0	Hervy M. and Cockburn L.	
Windomal	6,400	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Talbotts H.	
Wigangobiramby	24,320	....	....	12 10	12 10	15 0	12 10	14 0	14 0	14 0	14 0	Rudd J.	
Willie Plomer	38,400	....	8,000	27 10	22 10	20 0	17 10	20 0	20 0	20 0	20 0	Stuckey P., senr.	
Walbundry	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Kidston W.	
Worannah	24,320	....	....	11 0	12 0	15 0	10 0	14 0	14 0	14 0	14 0	Chapman W.	

Yarrara	"	"	"	"	"	"	"	"	15,292	500	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ford T.						
Yaree	"	"	"	"	"	"	"	"	12,800	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Purcell B. and Doherty J. G.					
Yamberra	"	"	"	"	"	"	"	"	16,500	4,000	....	10 0	10 0	10 0	10 0	12 0	10 0	10 0	10 0	Hall C.						
Yaouk	"	"	"	"	"	"	"	"	37,000	800	....	10 0	12 10	15 0	15 0	20 0	20 10	12 10	12 10	Hall Hy.						
Yanco	"	"	"	"	"	"	"	"	32,000	9,000	....	20 0	15 0	12 10	10 0	20 0	20 0	22 10	22 10	Jenkins J. and F.						
Yabtree	"	"	"	"	"	"	"	"	45,000	12,000	....	41 0	40 0	41 0	30 0	32 0	32 0	30 0	30 0	Morehead and Young.						
Yarabee	"	"	"	"	"	"	"	"	32,000	500	....	10 0	10 0	12 10	12 10	20 0	20 0	12 10	12 10	Peter J.						
Yambola	"	"	"	"	"	"	"	"	16,000	....	....	10 0	10 0	10 0	10 0	....	....	....	....	Paterson J. S.	
Yellowin	"	"	"	"	"	"	"	"	17,000	400	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Wilkinson J. and T.						
Yanco	"	"	"	"	"	"	"	"	118,400	....	....	20 0	20 0	20 0	20 0	74 0	74 0	74 0	74 0	Furlong W.					
Zarati	"	"	"	"	"	"	"	"	57,600	....	....	....	....	....	....	....	....	....	....	Vaughan and Wild.	
TOTAL	219,250	234	231	232	233	233	243	9,028,018	73,480	689,500	4,222	0	4,321	10	4,323	0	4,070	10	6,309	0	4,847	10	4,751	10	4,750	10	
MANEROO.																											
Arable	"	"	"	"	"	"	"	"	32,000	....	10,000	22 0	21 0	23 0	25 0	20 0	25 0	25 0	25 0	25 0	Hamilton A.					
Aucambo	"	"	"	"	"	"	"	"	35,840	....	....	10 0	10 0	10 0	10 0	22 0	22 0	22 0	22 0	22 0	Antill J. M.				
Adamardunee	"	"	"	"	"	"	"	"	16,000	1,000	....	14 0	17 10	15 0	15 0	10 0	15 0	15 0	15 0	15 0	Cosgrove and York.					
Archer's Flat	"	"	"	"	"	"	"	"	9,600	300	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	McCoy P. and Newsome Ann.					
Aston	"	"	"	"	"	"	"	"	15,360	....	....	20 0	12 0	12 0	10 0	10 0	10 0	10 0	10 0	10 0	Matheson J.				
Bayliss Station††	"	"	"	"	"	"	"	"	17,280	2,000	....	....	....	....	....	....	....	....	....	....	Peters J.
Bibbenluke, &c.	"	"	"	"	"	"	"	"	38,400	8,000	37 10	27 10	30 0	22 10	46 0	46 0	46 0	46 0	20 0	20 0	Bradley W.						
Boco Rock	"	"	"	"	"	"	"	"	24,960	1,500	....	10 0	15 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bradley W.					
Bredbow	"	"	"	"	"	"	"	"	15,360	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Clifford P.				
Bolero	"	"	"	"	"	"	"	"	19,200	....	....	11 0	13 0	10 0	10 0	12 0	12 0	12 0	12 0	12 0	Barrett W.				
Burrangandora	"	"	"	"	"	"	"	"	2,560	3,000	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Macdonald D.					
Billyingera	"	"	"	"	"	"	"	"	16,000	5,000	....	13 0	12 0	13 0	12 0	10 0	12 10	12 10	12 10	12 10	Cosgrove and York.					
Bombali	"	"	"	"	"	"	"	"	53,760	200	8,000	16 0	25 0	27 10	25 0	22 10	22 10	22 10	22 10	22 10	Campbell R.						
Bondi	"	"	"	"	"	"	"	"	49,920	640	....	10 0	10 0	10 0	10 0	30 0	10 0	10 0	10 0	10 0	Stevenson J.					
Boco Creek	"	"	"	"	"	"	"	"	8,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cooper F.				
Bulgar Creek	"	"	"	"	"	"	"	"	9,920	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	King J. and Heywood J.				
Boat Alley	"	"	"	"	"	"	"	"	16,000	....	....	10 0	15 0	11 0	11 0	30 0	30 0	11 0	11 0	11 0	Hawdon J.				
Bibbenluke	"	"	"	"	"	"	"	"	19,200	800	....	15 0	10 0	10 0	10 0	12 0	12 0	12 10	12 10	12 10	Hubbard W.					
Bluduck§§	"	"	"	"	"	"	"	"	7,680	....	....	10 0	10 0	10 0	10 0	....	....	....	....	....	Hensleigh J. S.
Bredbow	"	"	"	"	"	"	"	"	30,720	....	....	22 0	20 0	22 0	21 0	18 0	18 0	18 0	18 0	18 0	Harnett P., Exors. of.				
Big Badger	"	"	"	"	"	"	"	"	9,600	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Haslingdon E.				
Bega	"	"	"	"	"	"	"	"	22,400	....	....	17 10	21 0	13 0	13 0	14 0	14 0	14 0	14 0	14 0	Mort T. S.				
Bumnyuula	"	"	"	"	"	"	"	"	10,240	....	....	12 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Davis T.				
Bolocco Creek	"	"	"	"	"	"	"	"	7,680	....	....	....	....	....	....	....	....	....	....	....	Collman C.
Biggam	"	"	"	"	"	"	"	"	16,000	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cassells R.				
Boggy Plain	"	"	"	"	"	"	"	"	10,000	....	....	10 0	10 0	....	....	....	....	....	....	....	Mahoney T.
Bolero	"	"	"	"	"	"	"	"	32,000	....	....	21 0	12 10	12 10	12 10	20 0	20 0	20 0	20 0	20 0	Chippendall T.				
Burnima	"	"	"	"	"	"	"	"	15,360	10,000	....	20 0	10 0	10 0	10 0	10 0	25 0	25 0	25 0	25 0	Moore T. M.					
Biggam	"	"	"	"	"	"	"	"	16,000	640	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	McLure D.					
Boloco Creek	"	"	"	"	"	"	"	"	11,520	....	....	10 0	10 0	10 0	11 0	10 0	10 0	10 0	10 0	10 0	Collman C.				
Bald Hills	"	"	"	"	"	"	"	"	7,680	2,000	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Throsby C. and Hebden G.					
Boggy Creek or Mila	"	"	"	"	"	"	"	"	17,920	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Duguid L., McPhee A. R., and Carter A.				
Bald Hills	"	"	"	"	"	"	"	"	9,600	500	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Campbell J. B.					
Bungarby	"	"	"	"	"	"	"	"	35,840	640	....	15 0	17 10	17 10	15 0	33 0	22 10	30 0	30 0	30 0	Peters J.					
Brogo	"	"	"	"	"	"	"	"	6,400	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Gleeson J.				
Bullumbalong	"	"	"	"	"	"	"	"	12,160	800	....	16 0	16 0	13 0	10 0	10 0	12 10	12 10	12 10	12 10	Jardine W.					
Bredbatonia	"	"	"	"	"	"	"	"	12,800	500	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Turlington W. D.					
Bumbo	"	"	"	"	"	"	"	"	7,680	300	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Comans W., junr.					
Bobunderra	"	"	"	"	"	"	"	"	24,960	....	....	10 0	10 0	10 0	10 0	14 0	14 0	14 0	14 0	14 0	O'Mara T.				
Belloura	"	"	"	"	"	"	"	"	12,800	....	....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Wallace H.				
Bodunderra	"	"	"	"	"	"	"	"	16,000	4,000	....	11 0	12 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Wright C.					
Burron	"	"	"	"	"	"	"	"	13,440	....	....	10 0	10 0	10 0	10 0	10 0	10 0	....	....	....	Ward J.	

* Subdivision of "Pig Face Plain" run. † Not Pastoral. ‡ "Umutee" and "Toonga" now conjoined. § Subdivision of "Deniliquin" run. ¶ Forfeited. †† Subdivided into two runs, called "Wanganella" and "Zara."
 ** Subdivision of "Nyang." ††† Subdivision of "Wanganella" run. †††† Subdivision of "Muffa" run. ††††† Now in Victoria. †††††† Subdivision of "Narunga" and "Boloco Creek."

RETURN No. 1.—continued.

NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.								AREA.	GRAZING CAPABILITIES. (Where Assessed.)		RENT.										NAMES OF LESSEES.						
	1850	1851	1852	1853	1854	1855	1856	1857		Cattle.	Sheep.	1850.		1851.		1852.		1853.		1854.			1855.		1856.		1857.	
	£	s.	£	s.	£	s.	£	s.				£	s.		£	s.	£	s.	£	s.								
Bakelong	15,360	5,000	13 0	13 0	13 0	12 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Boucher J.	
Cambelong	19,810	4,000	44 0	17 10	17 10	10 0	36 0	36 0	36 0	36 0	36 0	36 0	36 0	36 0	36 0	36 0	36 0	36 0	36 0	36 0	36 0	36 0	36 0	36 0	36 0	36 0	Campbell R.	
Cudgee	13,440	600	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Byrnes C. J.	
Curry Flat	2,560	.....	12 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	O'Hare D.
Coolamatoog	32,000	10,000	34 0	32 0	25 0	26 0	20 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	Riley J. and Bloomfield R. H.	
Cooma, &c.	19,520	8,000	23 0	21 0	17 10	17 10	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Bradley W.	
Cooma Creek (Turner's)	11,840	600	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bradley W.	
Carrot	16,000	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cassells D. and R.	
Conlong, or Condoin*	1,280	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Comans W.
Countigany	9,920	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Flinn J.
Cobargo	12,800	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Tarlington W. D.
Cooma	21,960	8,000	11 0	15 0	10 0	13 0	14 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Bradley W.	
Countigany	9,600	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Lucas S.	
Coura	23,600	.....	10 0	10 0	10 0	10 0	10 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	16 0	Kelly T.
Craigie	13,440	400	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Lawson C.	
Cooma	640	50	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Lambie J.	
Cotainyong	7,680	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Matheson J.
Cottage Creek	16,000	700	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Pendergrass J.	
Cootanundra	7,680	2,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bradley W.	
Coorawang	51,200	1,200	27 10	27 10	20 0	27 10	32 0	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	O'Hare D. and J.	
Cuddy, at Creek	16,000	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Stanley J.
Coolringdon	16,000	6,000	23 0	21 0	17 10	12 10	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Bradley W.	
Clerwa	7,680	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Albion M.
Dangalong	19,600	5,000	10 0	12 10	15 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Bradley W.	
Dry River	2,560	1,300	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Tarlington W.	
Dog Kennell	1,280	400	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Rolfe J.	
Deligate	32,000	10,000	31 0	31 0	31 0	30 0	20 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	25 0	Campbell S. J.	
Doodle	10,240	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bradley W.
Doolondoondo	7,680	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Green J.
Dry Plains	16,000	5,000	15 0	12 10	13 0	13 0	10 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Graham W.	
Double Creek	19,200	10 0	12 0	10 0	10 0	10 0	12 0	12 0	12 0	12 0	12 0	12 0	12 0	12 0	12 0	12 0	12 0	12 0	12 0	12 0	12 0	12 0	12 0	12 0	12 0	12 0	Mort T. S.
Dundundra	7,680	3,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Nicholson J.
Deligats	1,920	300	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Hayden Hy.
Frying Pan Creek	6,400	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Graham W.
Frying Pan Creek	16,000	4,000	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Fraser J.
Gennong	19,840	2,500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bradley W.
Greenland	30,720	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Gilbert W.
Gunday	16,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Campbell W.
Genoat	9,600	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Imlay P.
Good Good	16,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Thurlow and Parker.
Gillainatong	15,360	900	11 0	11 0	10 0	10 0	10 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Bradley W.	
Geekle	5,120	300	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Rush A.
Gunningrah	49,960	15,000	31 0	27 10	27 10	22 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	37 10	De Saily F. and G.	
Gulantaby	10,240	11 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Mort T. S.
Glenbog	3,840	640	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Wright C.
Gingallilat	16,000	.....	1																								

Hugundree	12,800	340	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Robinson T. S. and C. J.
Iron Mungay	33,400	1,280	68 0	69 0	25 0	35 0	24 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Rolle J.
Island Lake	8,960	.....	2,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Cassells D. and R.
Island Lake	16,000	.....	2,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bradley W.
Inchbyra	4,480	700	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Woodhouse E.
Jin-n Buen	30,720	.....	.....	21 0	23 0	25 0	24 0	18 0	18 0	18 0	18 0	18 0	18 0	18 0	18 0	Crisp A.
Jinden	6,080	.....	1,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Coghill J.
Juttahli	2,560	.....	1,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Jeffreys A.
Junction	7,680	300	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Langhorne J.
Jindabyne	19,200	.....	4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ryrie S.
Jendabyne	22,400	.....	.....	20 0	17 10	12 10	20 0	14 0	14 0	14 0	14 0	14 0	14 0	14 0	14 0	Ryrie S.
Junction	5,440	.....	2,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ryan J.
Kia	16,000	.....	.....	10 0	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	Boyd B.
Kydra (Green Gully)	3,840	500	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Tracey F. and J.
Kulkit	19,840	700	.....	10 0	11 0	12 10	15 0	12 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Ryrie D.
Kybean	10,240	500	.....	10 0	10 0	10 0	10 0	10 0	10 0	15 0	10 0	10 0	10 0	10 0	10 0	Murphy J. and Thomas W.
Kameruka	108,800	.....	.....	78 0	75 0	70 0	75 0	65 0	68 0	68 0	68 0	68 0	68 0	68 0	68 0	Tooth R. and E.
Katchenarry and Brogo	28,400	.....	2,500	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Tarlington W. D.
Lower Rock Flat	2,560	700	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bradley W.
Little Tindrey	3,840	.....	.....	12 0	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	Antill J. M. and E. S.
Little Plain	35,840	.....	11,000	30 0	30 0	22 10	22 10	27 10	27 10	27 10	27 10	27 10	27 10	27 10	27 10	Nicholson J., junr.
Matong &c.	32,000	.....	.....	20 0	27 10	25 0	10 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Crisp A.
Mafra	17,280	.....	5,000	21 0	15 0	17 10	12 10	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Bradley W.
Murrumbra	25,600	1,500	.....	15 0	15 0	10 0	10 0	16 0	22 10	22 10	22 10	22 10	22 10	22 10	22 10	Rutherford W.
Mohawk	4,000	.....	1,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bowman W.
Myalla	25,920	.....	8,000	24 0	25 0	23 0	21 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Bradley W.
M'Leay's Flat	7,680	.....	.....	11 0	10 0	11 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Hebden G.
Mowles Gully	6,400	.....	.....	10 0	10 0	10 0	.....	.....	.....	.....	.....	.....	.....	.....	.....	M'Guffin J.
Mount Pleasant	7,680	300	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Garnock G.
Moonbar	16,000	500	.....	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Pendergast and Berry.
Mount Cooper	21,120	.....	7,000	17 10	15 0	10 0	10 0	12 0	17 10	17 10	17 10	17 10	17 10	17 10	17 10	Jeffreys A.
Mungerarie	7,680	300	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Collits W. S.
Middling Bank	16,000	1,200	.....	12 0	14 0	11 0	12 0	10 0	17 10	17 10	17 10	17 10	17 10	17 10	17 10	Serong and Truckbody.
Mowenbah	16,000	800	.....	15 0	12 10	12 10	10 0	10 0	12 10	12 10	12 10	12 10	12 10	12 10	12 10	Pendergrast W. and S. G.
Monarosh	320	.....	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Boyd B.
Mucilago	31,560	.....	.....	30 0	15 0	20 0	25 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Ryrie, Brothers.
Mount Pleasant	4,160	500	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Rootsey C.
Moles	16,000	200	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Tivey S.
Maharatta	41,600	1,000	8,000	38 0	35 0	35 0	35 0	40 0	35 0	35 0	35 0	35 0	35 0	35 0	35 0	Throsby C. and Hebden G.
Murrah	960	.....	.....	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Polack W.
Nungatta	32,000	.....	.....	21 0	21 0	15 0	15 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	20 0	Weatherhead A.
Numbla	16,000	.....	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Crisp A.
Numeralla	17,920	.....	6,000	10 0	10 0	10 0	10 0	10 0	15 0	15 0	15 0	15 0	15 0	15 0	15 0	Moore J. J.
Numeralla	7,680	150	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Stephens A.
Nimmo	9,920	500	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Mealey A. O.
Numeralla	7,680	.....	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Lucy D.
Naranga	7,680	.....	.....	20 0	12 0	10 0	11 0	20 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	M'Guigan J.
Nimitybelle	1,920	.....	2,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	M'Donald D.
Nimitybelle	1,920	.....	2,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Delves D.
Native Dag Flat	10,240	.....	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Rankin Angus.
Nimitybelle	16,000	.....	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Tindall J.
Nimitybelle	2,560	400	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	M'Donald A.
Narira	20,480	500	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Tarlington W. D.
Popong	9,600	.....	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Woodhouse J.
Purra or Burra	8,960	200	.....	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Coman M.
Panbula	16,000	.....	.....	10 0	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	M'Gausland A.
Peak	7,680	.....	4,000	12 0	11 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bradley W.

* Suburban allotment.

+ Now in Victoria

† Forfeited

‡ For other than pastoral purposes.

RETURN No. 1.—continued.

NAME OF RUN.	LICENSED TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.								AREA.	GRAZING CAPABILITIES. (Where Assessed.)		RENT.										NAMES OF LESSEES.
	1850	1851	1852	1853	1854	1855	1856	1857		Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.			
	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.		£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.			
Queengallery								25,600	320	4,000	12 10	10 0	10 0	10 0	16 0	15 0	15 0	15 0	Cosgrove J.			
Quinburra*								19,840	250		10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Lawson C.			
Rock Forest								5,760			10 0	14 0	17 0	14 0	10 0	22 10	22 10	22 10	Curtis P.			
Rosebrook								15,360		9,000	17 0	14 0	17 0	14 0	10 0	22 10	22 10	22 10	Harnett L.			
Rosevalley								30,720		5,000	17 10	17 10	21 0	17 10	18 0	12 10	12 10	12 10	Clifford P.			
Suggan Buggant								38,400			10 0	10 0	10 0						Challis J. H.			
Spring Flat								7,200	350		10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bell D.			
Stockyard Flat								7,680	500		10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	M'Guiggan P.			
Square Range								7,680		4,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Thornton M.			
Square Range								15,360		3,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Thornton M.			
Snowy River*								19,840		3,000									Bradley W.			
Tindreys								15,360			10 0	10 0	11 0	10 0	10 0	10 0	10 0	10 0	Antill H. C.			
Tubbutt								11,520			10 0	10 0	10 0						Moore T. M.			
Tombong								25,600		5,000	11 0	10 0	10 0	10 0	16 0	12 10	12 10	12 10	Ross D.			
Tervine								1,920		3,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Stewart A.			
Upper Rock Flat								16,000		4,000	10 0	10 0	15 0	12 10	10 0	10 0	10 0	10 0	Bradley W.			
Ucumbene								1,920			10 0	10 0	10 0	20 0	10 0	10 0	10 0	10 0	Driscoll D.			
Wangellack								19,840		4,000	21 0	15 0	10 0	12 10	10 0	10 0	10 0	10 0	Bradley W.			
Wog Wog								20,480		2,000	10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Bradley W.			
Woolway								19,200		5,000	14 0	13 0	14 0	14 0	12 0	12 10	12 10	12 10	Hamilton A.			
Wanban								2,560			10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Flanagan W.			
Wambook								15,360		7,000	12 0	14 0	14 0	12 0	10 0	17 10	17 10	17 10	Frerichs B.			
Walandibby								31,360	300	5,000	20 0	17 10	20 0	21 0	18 0	15 0	15 0	15 0	Mackay D.			
Wambaguga								19,840			10 0	10 0	10 0	10 0	12 0	12 0	12 0	12 0	Maddull R.			
Warragubera								128,000			107 0	97 0	98 0	85 0	80 0	80 0	80 0	80 0	Tooth R. and E.			
Warren's Corner								16,000			10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Agnew H.			
Woollindibby								12,800	640		10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	M'Evoy J.			
Windella								25,600	640		12 10	17 10	15 0	17 10	10 0	10 0	10 0	10 0	Tarlington W. D.			
Willis								7,680			10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Woodhouse E.			
Wonley Creek (Wonla)								5,120			10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Wallace H.			
Yarra								3,840			10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Conlan and Ryan.			
Yourie								11,520			12 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Lintott.			
TOTAL	177	175	171	168	166	167	164	166	2,025,120	29,260	291,000	2,514 10	2,392 10	2,242 0	2,182 10	2,281 10	2,323 0	2,277 0	2,237 10			
LOWER DARLING.																						
Cain								44,800			12 10	12 10	12 10	12 10	28 0	28 0	28 0	28 0	Howe W. and Burne G.			
Duckama or Bellingerambil								27,520			12 10	12 10	12 10	12 10	16 0	16 0	16 0	16 0	Ramsay D.			
Erebindery								22,400			15 0	15 0	15 0	17 10	20 0	14 0	14 0	14 0	Shepherd J.			
Euabba, now Huabba								20,480			10 0	10 0	10 0	10 0	12 0	12 0	12 0	12 0	Walsh M.			
Eucbolong								19,200			10 0	10 0	10 0	10 0	12 0	12 0	12 0	12 0	Moulder J.			
Guagong								25,600			10 0	12 10	12 10	10 0	16 0	16 0	16 0	16 0	Shepherd J.			
Hiandrew								32,000			12 10	12 10	12 10	15 0	20 0	20 0	20 0	20 0	Owens E.			
Merriwa								39,680			10 0	10 0	10 0	10 0	24 0	24 0	24 0	24 0	Smith J.			
Wheabah								16,000			10 0	12 10	12 10	10 0	10 0	10 0	10 0	10 0	Maiden J.			
Walandrew								32,000			11 0	15 0	15 0	21 0	20 0	20 0	20 0	20 0	Sutton W. H.			
Whony								16,000			10 0	10 0	10 0	10 0	10 0	10 0	10 0	10 0	Shepherd J.			
Boberoy								25,600			10 0	10 0	10 0	17 10	16 0	16 0	16 0	16 0	Shepherd J.			
TOTAL	12	12	12	12	12	12	12	12	321,280			183 10	142 10	142 10	156 0	204 0	198 0	198 0	198 0			

* Subdivision of "Cambalong" run.

† Now in Victoria.

RECAPITULATION.

NAME OF DISTRICT.	LICENSES TO 30TH JUNE FOR EACH OF THE UNDERMENTIONED YEARS.								AREA.			GRAZING CAPABILITIES. (Where Assessed.)		RENT.								
	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.				Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.	
															£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.	£ s.
MARANOA.....	8	8	8	8	7	7	7	7	405,600	10,180	.....			151 0	117 10	157 0	129 0	215 0	215 0	235 0	235 0
DARLING DOWNS AND MORETON	114	113	113	90	90	90	90	91	6,474,200	61,620	722,600			2,453 0	2,685 0	2,858 0	2,477 0	2,606 10	2,585 0	2,585 0	2,537 0	
CHARFORD RIVER.....	51	51	51	51	51	52	51	51	1,617,478	81,400	87,000			870 10	908 0	1,063 0	1,104 0	1,451 0	1,492 0	1,453 0	1,463 0	
NEW ENGLAND AND McLEAY..	167	165	162	163	163	162	161	162	6,957,220	50,550	621,000			3,568 0	3,696 10	3,610 0	3,739 0	4,219 10	4,183 10	4,171 0	4,183 10	
GWYDIE	102	102	101	101	100	100	100	100	5,132,080	123,960	.....			2,005 0	2,136 10	2,050 10	2,086 10	2,306 0	2,290 10	2,212 10	2,242 10
LIVERPOOL PLAINS	157	157	150	151	150	149	149	149	5,605,503	69,160	451,300			2,525 10	2,577 10	2,291 10	2,062 10	2,515 0	2,478 10	2,378 10	2,356 10	
BLIGH	180	180	178	178	176	176	176	175	3,737,151	38,720	260,500			1,883 0	1,897 0	1,859 0	1,971 10	2,149 10	2,215 10	2,077 10	2,065 10	
WELLINGTON	127	127	126	125	124	124	124	124	3,255,042	74,910	223,000			1,762 0	1,767 10	1,694 10	1,623 0	1,715 10	1,684 0	1,685 0	1,683 10	
LACHLAN	220	220	218	217	214	214	214	214	6,584,762	147,150	199,000			2,940 10	3,079 10	2,853 10	2,614 0	3,245 10	3,056 0	3,004 0	2,984 10	
MURRUMBIDGEE	219	250	231	231	232	233	233	243	9,023,018	73,480	689,500			4,222 0	4,324 10	4,323 0	4,070 10	5,309 0	4,847 10	4,754 10	4,750 10	
MANEROO	177	175	171	168	166	167	164	166	2,025,120	29,260	291,000			2,514 10	2,392 10	2,242 0	2,182 10	2,281 10	2,323 0	2,277 0	2,237 10	
LOWER DARLING.....	12	12	12	12	12	12	12	12	321,280	.....	.....			133 10	142 10	142 10	156 0	204 0	198 0	198 0	198 0
GRAND TOTAL	1,564	1,560	1,524	1,495	1,485	1,486	1,481	1,494	51,143,451	760,690	3,546,900			25,028 10	25,724 10	25,144 10	24,415 10	28,218 0	27,568 10	27,061 0	23,987 0	

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BEYOND THE SETTLED DISTRICTS.

No. 2.

NEW RUNS.

RETURN of the NEW RUNS of CROWN LANDS under PROMISE of LEASE, obtained and rented under Accepted Tender, showing the Total Number of Tenders Accepted; the Estimated Acreage of each Run; the Estimated Grazing Capabilities; and the Amount of Rent received in each Year.

GEO. BARNEY,
C. C. C. L.

No. 2.—NEW RUNS.

RETURN of the NEW RUNS of CROWN LANDS under PROMISE of LEASE, obtained and rented under Accepted Tender, shewing the Total Number of Tenders Accepted; the Estimated Acreage of each Run; the Estimated Grazing Capabilities; and the Amount of Rent received in each Year.

GEO. BARNEY, C.C.C.L.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.							AREA.	ESTIMATED GRAZING CAPABILITIES.		RENT.							NAMES OF LESSEES.		
	1850.	1851.	1852.	1853.	1854.	1855.	1856.		1857.	Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.		1856.	1857.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		£ s. d.			£ s. d.		£ s. d.	£ s. d.					
BLIGH.																				
In-dega*								19,200		4,000	14 8 0	14 8 0	14 8 0	14 8 0	14 8 0	17 8 0	14 5 0	14 8 0	Wentworth W. C.	
Morrungundy*								16,000	600	4,000	10 4 6	10 4 6	10 4 6	10 4 6	10 4 6	10 4 6	10 4 6	10 4 6	Gillies J.	
Pil-son*								16,000		4,000	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	17 16 0	12 0 0	12 0 0	Cameron A.	
Collaba*								16,000		4,000	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	Gardiner A.	
Morgen*								16,000	640	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Matthews P.	
Grandool*								50,000		4,000	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	20 10 0	14 0 0	14 0 0	Pearse J. and Gill J.	
Taanaburt								16,000	640	4,000	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	Richardson R.	
Ballagalar								16,000	640	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Reardon J.	
Ballagalar								16,000	640	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Reardon J.	
Budgeong†								16,000	640	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 2 0	10 0 0	10 0 0	Reardon J.	
Black Stamps‡								16,000	640	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 3 0	10 0 0	10 0 0	Reardon J.	
Cobra‡								16,000	640	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	McMahon M.	
Bumley†								16,000	640	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	McCubbin J.	
Br-long‡								15,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Blakemore J.	
Naraway‡								32,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 15 0	10 0 0	McIntyre J.	
Woroboomi‡								16,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 13 6	10 0 0	Ramsay D.	
Tedoon‡								16,000		4,000	11 5 0	11 5 0	11 5 0	11 5 0	11 5 0	11 5 0	7 18 0	11 5 0	Smith H.	
Nadi								5,000		4,000	22 10 0	22 10 0	22 10 0	22 10 0	22 10 0	23 12 3	22 10 0	22 10 0	Jardine J.	
Camabara								16,000	640	4,000	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	13 15 6	15 0 0	22 10 0	Wentworth W. C.
Dumykynine								16,000	640	4,000	22 0 0	22 0 0	22 0 0	22 0 0	22 0 0	22 0 0	16 5 6	22 0 0	22 0 0	Field Wm.
Part of the Mole								5,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 5 6	10 0 0	10 0 0	Sindin T.
Quinncoona								16,000		4,000	18 0 0	18 0 0	18 0 0	18 0 0	18 0 0	18 0 0	7 5 6	10 0 0	10 0 0	Stevenson J.
Ol Bimbil								16,000		4,000	22 10 0	22 10 0	22 10 0	22 10 0	22 10 0	13 6 6	22 10 0	22 10 0	22 10 0	Bowman W.
Uswilkey								16,000	640	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	13 19 0	10 0 0	10 0 0	Wentworth W. C.
Moola								16,000	640	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	12 5 6	10 0 0	10 0 0	10 0 0	Walker R. R.
Witanga								16,000		4,000	15 6 0	15 6 0	15 6 0	15 6 0	15 6 0	17 15 6	15 6 0	15 6 0	15 6 0	Hall James.
Mungabumbone								16,000	640	4,000	11 2 4	11 2 4	11 2 4	11 2 4	11 2 4	11 2 4	8 8 9	11 2 4	11 2 4	Cheetham L. G.
Wearoboomi								15,000		4,000	10 15 6	10 15 6	10 15 6	10 15 6	10 15 6	16 4 0	10 15 6	10 15 6	10 15 6	McRuc C. and Sherridan C. W.
Mogomad								10,000		4,000	20 10 0	20 10 0	20 10 0	20 10 0	20 10 0	27 18 3	20 10 0	20 10 0	20 10 0	Gibson Geo.
Gringhell								12,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	8 19 9	10 0 0	10 0 0	Cornish and Cruikshank.
Spicer's Creek								16,000		4,000	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	11 13 6	12 0 0	12 0 0	Wilson W.
Quensborough Flats								5,000	640	4,000	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	11 19 6	14 0 0	14 0 0	Jones T.
Yarrow Creek								16,000	640	4,000	14 3 6	14 3 6	14 3 6	14 3 6	14 3 6	14 3 6	10 0 0	10 0 0	10 0 0	Pockley R. F.
Yarrow								16,000	640	4,000	10 14 3	10 14 3	10 14 3	10 14 3	10 14 3	10 14 3	10 0 0	10 0 0	10 0 0	McCubbin J.
Dhillah								16,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Blakemore J.
Banda								16,000		6,000	13 1 0	13 1 0	13 1 0	13 1 0	13 1 0	12 4 0	12 4 0	12 4 0	12 4 0	Richardson R. N.
Mulla								16,000	640	4,000	45 0 0	45 0 0	45 0 0	45 0 0	45 0 0	45 0 0	45 0 0	45 0 0	45 0 0	Richardson W. R.
New Branganerring								16,000		4,000	30 0 0	30 0 0	30 0 0	30 0 0	30 0 0	30 0 0	30 0 0	30 0 0	30 0 0	Mort and Cameron.
Watalbar								16,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 15 3	10 0 0	10 0 0	Smith G.
Cuningbroing								16,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 10 0	10 0 0	10 0 0	Tailby G. of Est. of late W. Lawson.
New Barabong								16,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 10 0	10 0 0	10 0 0	Langley C. E. & Stabler G., Trustees
New Kirban								16,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 10 0	10 0 0	10 0 0	Bennett R.
New Tackelbong								16,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 10 0	10 0 0	10 0 0	Hentig F.
								16,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 10 0	10 0 0	10 0 0	Bennett R.

CROWN LANDS UNDER LEASE OR LICENSE

New Armitree	16,000	640								10 0 0	7 0 6	10 0 0	Jude J.
Gidgin Gaiyne	16,000		4,000								15 0 0	10 0 0	M'Intyre D.
Munder	16,000		4,000								16 2 6	12 10 0	Ferguson A.
Molyan Manning	2,400		4,000								12 18 0	10 0 0	Cockburn J.
Woolah	16,000		4,000								12 15 0	10 0 0	Mort and Cameron.
Spring Creek	16,000	640									12 0 0	10 0 0	Rushby M.
Currodry	16,000		4,000								12 0 0	10 0 0	Wrigley T.
Marthaguy	16,000	640									17 11 0	16 10 0	Friend C.
New Bonagrabong	16,000	640									10 0 0	10 12 0	Cheetham J. L.
Bundobering	3,200	640									10 12 6	10 0 0	Jackson R.
New Tenandra	16,000		4,000								10 1 2	10 0 0	Christie and Wentworth.
New Englegah	16,000		4,000								10 1 2	10 0 0	Christie and Wentworth.
New Colamberawang	16,000		4,000								10 1 2	10 0 0	Christie and Wentworth.
New Collyburrel	16,000		4,000								10 1 2	10 0 0	Christie and Wentworth.
Tranahar	16,000	640									20 0 0	20 0 0	Lakeman H. B.
Quambone	16,000	640									35 0 0	35 0 0	Doyle C.
Budly Bundally	16,000		4,000								21 4 0	21 4 0	Richardson R. M.
Merry Merry Creek	2,000	640									13 0 0	13 0 0	Tailby G.
Bundilla	16,000	640									11 12 0	10 0 0	M'Gregor A.
Bunuwanna	16,000	640									20 0 0	20 0 0	Dangar T. G.
Colli	16,000		4,000								10 0 0	10 0 0	Wrigley T.
Pretty Plains	16,000	640									7 10 0	10 0 0	Lowe R.
Bogera	16,000	640									7 17 6	10 10 0	Cheetham J. L.
Cookydown	16,000	640									7 10 0	10 0 0	Hycronimus N.
Mohala No. 2	16,000		4,000								7 10 0	10 0 0	Cheetham J. L.
Bokemer	16,000	640									11 5 0	15 0 0	Elliott S.
Chance	16,000	640									7 10 0	10 0 0	Smith J.
Wingonber	16,000		4,000								16 2 6	21 10 0	Wilson J., junr.
Carwell No. 2	16,000	640									7 10 0	10 0 0	Gibson G.
Upper Nimby	16,000	640									9 0 0	12 0 0	Bloodsworth G. W.
Mony	3,200		4,000								7 10 0	10 0 0	M'Lean A.
Bucker No. 1	16,000		4,000								9 0 0	12 0 0	Mort and Cameron.
Bucker No. 2	16,000		4,000								9 0 0	12 0 0	Gibson G. J.
Gerwa	16,000		4,000								9 0 0	12 0 0	Mort and Cameron.
Carwell	16,000	640									7 10 0	10 0 0	Gibson G.
Narrabone	16,000	640									7 10 0	10 0 0	Sinden T.
Balgaraga	16,000	640									7 13 9	10 5 0	Hycronimus N.
Willawa	16,000	640									7 10 0	10 0 0	Flynn J.
Willera	16,000	640									7 10 0	10 0 0	Flynn J.
Back Creek	16,000	640									7 10 0	10 0 0	Perry M.
Upper Junction	16,000	640									9 11 3	12 15 0	Vecch P.
Quillbone	16,000	640									7 10 0	10 0 0	O'Sullivan T.
Bourbah	16,000	640									8 8 9	11 5 0	Donohoe P.
Tamerybundi	16,000	640									8 8 9	11 5 0	Donohoe P.
Gandyungydell	16,000	640									11 8 9	11 5 0	Donohoe P.
Marthaguy	16,000	640									7 18 3	10 11 0	Woods G.
Broken Plains	16,000	640									7 17 11	10 10 6	Lowe R.
Upper Merry Merry	16,000	640									7 10 0	10 0 0	M'Guinness M.
Embie	16,000	640									11 5 0	15 0 0	Elliott S.
Upper Bourbah	16,000	640									11 5 0	15 0 0	Corrigan J.
New Tenandra No. 3	16,000	640									7 10 0	10 0 0	Christie and Wentworth.
New Tenandra No. 4	16,000	640									8 5 0	11 0 0	Christie and Wentworth.
New Collyburrel No. 2	16,000	640									7 10 0	10 0 0	Christie and Wentworth.
New Colamberawang No. 3	16,000	640									7 10 0	10 0 0	Christie and Wentworth.
New Myregall	16,000	640									7 17 6	10 10 0	Christie and Wentworth.
Guabothoo	16,000	640									7 10 0	10 0 0	Doyle C.
New Colamberawang No. 2	16,000	640									9 0 0	12 0 0	Wentworth W. C.

* Accepted in 1846.

† Accepted in 1848.—Forfeited.

‡ Accepted in 1849.

§ Accepted in 1849.—Forfeited.

RETURN No. 2.—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.						AREA.	ESTIMATED GRASING CAPABILITIES.		RENT.										NAMES OF LESSEES.	
	1860.	1861.	1862.	1863.	1864.	1865.		1866.	1867.	Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.		
												£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		£ s. d.
New Tenandra No. 2								16,000	640										9 0 0	12 0 0	Wentworth W. C.
New Geary								16,000		4,000									2 10 0	10 0 0	Cornish and Cruickshank.
New Wallenanine								14,000		4,000									2 10 0	10 0 0	Bennett R.
Guabothoo No. 2								16,000	640											7 10 0	Doyle C.
TOTAL	6	4	3	3	13	56	3	1,603,000	37,080	178,000	166 17 6	280 17 6	270 5 10	301 11 4	327 11 4	645 5 7	1,088 1 10	1,232 2 10			
WELLINGTON.																					
Cookandoon*								16,000		4,000	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	17 14 0	20 0 0	Cornish E. B.		
Yhabarhong*								16,000	640		16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	13 0 6	16 0 0	Brown J.		
Upper Canonba*								16,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	8 3 0	10 0 0	Brown J.		
Upper Gunningbar*								15,460	640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	6 3 6	10 0 0	Neville T. and Buss W.		
Lower Weeli East*								16,000		4,000	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0				Kinghorne J.		
Lower Weeli West*								16,000		4,000	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	7 13 0	14 0 0	Campbell, Walker, & Cornish.		
Upper Weeli West*								16,000		4,000	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	7 13 0	14 0 0	Creek W.		
Lower Canonba*								16,000	640		20 14 8	20 14 8	20 14 8	20 14 8	20 14 8	20 14 8	20 14 8	20 14 8	York C.		
Duck Creek*								16,000	640		18 0 0	18 0 0							Reidy P.		
Oaks†											26 0 0								M'Collock A.		
Tabathong‡								15,500	640		10 0 0	10 0 0							Dargin J.		
Tabratong‡								16,000	750		20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	28 2 6	20 0 0	20 0 0	Lec W.		
Durowble‡								16,000	640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 6 0	10 0 0	10 0 0	Strahorne J.		
Nyngan‡								16,000	640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	9 18 0	10 0 0	Kerr A.		
Lower Palagowarna‡								16,000	640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	9 12 0	10 0 0	Ford J.		
Duck Creek No. 16‡								16,000	640		15 0 0	15 0 0							Lee W.		
Adjoining Tabratong‡								16,000	640		20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	16 0 0	20 0 0	Lee W.		
Duck Creek No. 12‡								16,000		4,000	12 1 0	12 1 0							Griffiths, Fanning.		
Upper Canonba West‡								16,000		4,000	22 10 0	22 10 0	22 10 0	22 10 0	22 10 0	22 10 0	16 4 6	22 10 0	York C.		
Wanghgardary‡								16,000	640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 0 6	10 0 0	Cope J.		
Upper Weeli East								16,000	640		14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	9 16 0	14 0 0	Gardiner A.		
Duck Creek No. 17‡								16,000	640		18 0 0								Mylecherane J.		
Bugabuda§											22 0 0								Templer E. M.		
The Plains‡								16,000	640		14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	9 16 0	14 0 0	Keenan J.		
Nyngan West‡								16,000		4,000	14 4 0	14 4 0	14 4 0	14 4 0	14 4 0	14 4 0	9 14 0	14 4 0	Brady C.		
Woolagoola‡								16,000	640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	6 15 6	10 0 0	Cope J.		
Lower Canonba West§											35 0 0								Henessy M.		
Draggy‡								16,000	640		12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	6 16 3	12 0 0	Aarons J., junr.		
Bullock Creek‡								16,000	640		14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	7 17 6	14 0 0	Dargin J.		
Lower Muddall West‡								16,000		4,000	11 4 0	11 4 0	11 4 0	11 4 0	11 4 0	11 4 0	5 13 0	11 4 0	Brown J.		
On the Marah Creek‡								12,000	640			14 0 0	14 0 0	14 0 0	14 0 0	20 17 6	14 0 0	14 0 0	Cope J.		
Gennarin‡								16,000	640		10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	15 0 0	10 4 0	10 4 0	Dargin Jno.		
Birchen Lagoons‡								16,000	640			12 0 0							Hawke G.		
Upper Muddall West‡								16,000		4,000	11 4 0	11 4 0	11 4 0	11 4 0	11 4 0	16 5 3	11 4 0	11 4 0	Corse J.		
Darouble‡								16,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	14 8 0	10 0 0	10 0 0	Strahorne J.		
Opposite Derribong‡								16,000	640		12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	17 5 0	12 0 0	12 0 0	Harris F.		
Gangary								16,000	640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	13 7 0	10 0 0	10 0 0	Mylecherane and Brotherton.		
Murrabuga								16,000		4,000	12 2 0								Jardine J.		
Harradon								3,200	640		10 10 0	10 10 0	10 10 0						Davidson R.		
Stonchengo								3,200	640		10 10 0	10 10 0	10 10 0						Davidson R.		
Lower Wamerawah								16,000	640		10 0 0								O'Sullivan D. E.		
West Cobong								30,000	640		15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	18 1 9	15 0 0	15 0 0	Oakes G.		

Gonbundry	16,000	4,000	10 0 0														Oakes G.
Hermitage East	16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 12 9	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Skennell P. and Fanning W.
Warrina East	16,000	640	10 4 0														Pirie W. F. D.
Fifteen Mile Waterhole	16,000	4,000	16 10 0	16 10 0	16 10 0	16 10 0	16 10 0	17 11 9	16 10 0	16 10 0	16 10 0	16 10 0	16 10 0	16 10 0	16 10 0	16 10 0	Strahorn J.
Dural	16,000	640	16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	15 10 6	16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	Comeford P. and Kenley E.
The Oaks	16,000	640	15 10 0	15 10 0	15 10 0	15 10 0	15 10 0	15 10 0	15 10 0	15 10 0	15 10 0	15 10 0	15 10 0	15 10 0	15 10 0	9 13 0	Dargin J. E.
Cocobull	16,000	640	10 0 0														Dargin J.
Bugabada	16,000	4,000						10 10 4	10 10 4	14 7 7	10 10 4	10 10 4	10 10 4	10 10 4	10 10 4	10 10 4	Corse J. and C. W.
Upper Dulhenty	16,000	4,000						10 0 0	10 0 0	12 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Cumming W.
Billybong	16,000	4,000						10 0 0	10 0 0	11 18 6	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Strickland P.
Morb-lla	16,000	640						24 4 0	24 4 0	24 4 0	16 18 3	24 4 0	24 4 0	24 4 0	24 4 0	24 4 0	Cope J.
Reedy Waterhole on the Back Ck.	16,000	640						10 18 0	10 18 0	13 12 3	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	Lee W., junr.
Wallenbiling	16,000	640						21 0 0	21 0 0	21 0 0	21 0 0	21 0 0	21 0 0	21 0 0	21 0 0	21 0 0	Gilmour G. N.
Duck Creek	16,000	640						10 10 6	10 10 6	10 10 6	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	McCulloch A. H.
Melrose	16,000	640						25 1 0	25 1 0	25 1 0	25 1 0	25 1 0	25 1 0	25 1 0	25 1 0	25 1 0	Cumming W.
Lower Canonba West	16,000	640						10 0 0	10 0 0	10 0 0	7 10 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Kirkpatrick and Twaddell J.
Warri-1	25,000	4,000						10 0 0	10 0 0	10 0 0	6 9 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Oakes G.
Gillindine and Gobondry	16,000	4,000									15 13 0	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	Twaddell J.
Back Dronbalgie	22,100	640									11 4 3	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Lane W.
North Kyargathur	16,000	640									11 4 3	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Lane J. B.
North Mickybi I	16,000	640									15 15 0	15 15 0	15 15 0	15 15 0	15 15 0	15 15 0	Raine B. S.
Hermitage West	16,000	640										7 17 6	7 17 6	7 17 6	7 17 6	7 17 6	Christie and Wentworth.
Gum Swamp	16,000	640										7 17 11	7 17 11	7 17 11	7 17 11	7 17 11	Christie and Wentworth.
Bogie Plains North	16,000	640										7 17 11	7 17 11	7 17 11	7 17 11	7 17 11	Christie and Wentworth.
Bogie Plains South	16,000	640										7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	Christie and Wentworth.
New Mount Foster	16,000	4,000										7 17 6	7 17 6	7 17 6	7 17 6	7 17 6	Christie and Wentworth.
Canalgan	16,000	640										7 17 6	7 17 6	7 17 6	7 17 6	7 17 6	Christie and Wentworth.
Back Run of Ballabow	16,000	640										9 7 6	9 7 6	9 7 6	9 7 6	9 7 6	Aarons J., junr.
East Drangy	16,000	640										10 2 6	10 2 6	10 2 6	10 2 6	10 2 6	Boland J.
Hermaden	16,000	640										7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	Brown J.
Bomagril	8,000	640										10 17 6	10 17 6	10 17 6	10 17 6	10 17 6	Hughes W. & Fanning T.
Tarrangan East	16,000	800										7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	Mylecherane P. & Brotherton W. H.
Gunningbar	16,000	640										7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	Mylecherane P. & Brotherton W. H.
Cuddell	16,000	640										8 5 0	8 5 0	8 5 0	8 5 0	8 5 0	Cox G. H. and A. B.
Back of Ellengerah	16,000	640										7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	Corse J.
Warge Rock	16,000	640										7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	Corse J.
Corse Courle	16,000	4,000										7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	Corse J.
Egeldry	16,000	640										9 7 6	9 7 6	9 7 6	9 7 6	9 7 6	Cummings W.
Brogan Plains, Back Run	16,000	640										7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	Gilmore J. N.
Myall Camp North	16,000	640										7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	Gilmore J. N.
Myall Camp South	16,000	640										15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	Harresky J.
Willary East	16,000	640										15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	Harresky J.
Willary West	16,000	640										15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	Cope J.
Beriarh	14,000	640										15 7 6	15 7 6	15 7 6	15 7 6	15 7 6	Jones T.
Wheelerreen	16,000	640										17 6 6	17 6 6	17 6 6	17 6 6	17 6 6	Munnane O. and Suttor W. B.
Willybingbone	4,000	640										9 0 0	9 0 0	9 0 0	9 0 0	9 0 0	Martel F.
Nine Mile Waterhole	16,000	640										7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	McGuinness S.
Thuara	16,000	640										7 17 6	7 17 6	7 17 6	7 17 6	7 17 6	Parnell T.
Willoi	16,000	640										15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	Gardiner J.
Willia Mara Creek	16,000	640										7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	Ridge R.
Coper	16,000	640										7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	Ford J. and Brotherton W.
Willoree	16,000	640										9 0 0	9 0 0	9 0 0	9 0 0	9 0 0	Cope J.
Goolagoola	16,000	4,000										11 5 0	11 5 0	11 5 0	11 5 0	11 5 0	Trudgitt R.
Colonel	16,000	640										7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	Walker and Cornish.
Willydah and Temoin	16,000	640															
TOTAL	1,480,760	45,710	92,000	466 13 8	591 7 8	472 0 8	505 15 0	491 15 0	649 10 0	559 8 6	946 18 10						

* Accepted in 1848.

+ Accepted in 1848—Forfeited.

‡ Accepted in 1849.

§ Accepted in 1849—Forfeited.

RETURN No. 2.—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.							AREA.	ESTIMATED GRAZING CAPABILITIES.		RENT.							NAMES OF LESSEES.			
	1850.	1851.	1852.	1853.	1854.	1855.	1856.		1857.	Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.		1856.	1857.	
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		£ s. d.			£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		£ s. d.	£ s. d.	£ s. d.
LIVERPOOL PLAINS.																					
Berrary*								31,360	6,500	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	Rusden F.		
Bourabiet								16,000	640	10 8 0	10 8 0	10 8 0	10 8 0	10 8 0	10 8 0	10 8 0	10 8 0	10 8 0	Baldwin, Harvost, and Bemarr.		
Gulnarber North†								16,000	640	10 3 7	10 3 7	10 3 7	10 3 7	10 3 7	10 3 7	10 3 7	9 16 6	10 3 7	Loder G. T. and Andrew.		
Gulnarber West†								16,000	640	10 3 7	10 3 7	10 3 7	10 3 7	10 3 7	10 3 7	10 3 7	9 16 6	10 3 7	Loder G. T. and Andrew.		
Gulnarbert								16,000	640	10 3 7	10 3 7	10 3 7	10 3 7	10 3 7	10 3 7	10 3 7	9 16 6	10 3 7	Loder G. T. and A.		
Retro Gulnarbert								16,000	640	10 3 7	10 3 7	10 3 7	10 3 7	10 3 7	10 3 7	10 3 7	9 16 6	10 3 7	Loder G. T. and A.		
Currier								16,000	640	10 7 2	10 7 2	10 7 2	10 7 2	10 7 2	10 7 2	10 7 2	9 3 0	10 7 2	Arndell T.		
Currie North†								16,000	640	10 7 2	10 7 2	10 7 2	10 7 2	10 7 2	10 7 2	10 7 2	9 3 0	10 7 2	Arndell T.		
Upper Kerrett†								16,000	640	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	17 3 6	20 0 0	Skuthorpe R.		
Darcot*								16,000	4,000	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	9 0 6	11 0 0	Loder and Johnston.		
Upper Darcot*								16,000	4,000	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	9 0 6	11 0 0	Loder W.		
Brocan Plains†								16,000	640	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	6 14 0	10 0 0	Cummins W.		
Kigwija†								16,000	640	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	14 9 6	10 0 0	White S.		
Merry Merry A†								16,000	640	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	Rundle J. B.		
Merry Merry B†								16,000	640	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	Rundle J. B.		
Loch-na-garr								16,000	640	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	Capp T.		
Keppit†								16,000	640	30 0 0	30 0 0	30 0 0	30 0 0	30 0 0	30 0 0	30 0 0	30 0 0	30 0 0	Dangar T. G.		
Bunnawanna†								16,000	640	15 2 8	15 2 8	15 2 8	15 2 8	15 2 8	15 2 8	15 2 8	15 2 8	15 2 8	Evans J.		
Guy Guy								16,000	640	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	12 9 6	12 10 0	Ezzey J.		
Upper Guy Guy								16,000	640	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	12 9 6	12 10 0	Ezzey J.		
Kerret								16,000	640	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	6 4 6	10 4 0	Skuthorpe R.		
Eato East								16,000	640	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	8 9 0	14 0 0	Dangar W.		
Cowmore								12,800	4,000	50 0 0	50 0 0	50 0 0	50 0 0	50 0 0	50 0 0	73 3 6	50 0 0	50 0 0	Moorhead and Young.		
Turie								16,000	640	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	Blackman W. R.		
Upper Turie								16,000	640	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	Dangar Wm.		
Turra								16,000	4,000	16 2 0	16 2 0	16 2 0	16 2 0	16 2 0	16 2 0	16 2 0	16 2 0	16 2 0	Conroy R. and Nowland J.		
Bullanbillan								16,000	4,000	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	25 16 3	20 0 0	20 0 0	20 0 0	Omus Thos.		
Billyema								22,400	800	52 15 0	52 15 0	52 15 0	52 15 0	52 15 0	52 15 0	44 19 0	52 15 0	52 15 0	Powell E.		
Eeto West								16,000	640	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	10 14 9	14 0 0	14 0 0	Dangar W.		
Vale of Sighs								16,000	4,000	13 5 9	13 5 9	13 5 9	13 5 9	13 5 9	12 0 0	12 0 0	12 0 0	12 0 0	Walker P.		
Wittenbra								16,000	640	16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	Cooper J.		
Coolah								16,000	4,000	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	8 8 0	12 0 0	12 0 0	Bagnall W. P.		
Behind Poekataroo								30,000	640	12 17 6	12 17 6	12 17 6	12 17 6	12 17 6	12 17 6	10 1 0	12 17 6	10 1 0	Pearse J.		
Keppit								16,000	640	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	Eckford J. and P.	
Denchidi								16,000	4,000	17 0 0	17 0 0	17 0 0	17 0 0	17 0 0	17 0 0	17 0 0	17 0 0	17 0 0	17 0 0	Orr J. and E.	
Dealwaraldi								1,600	4,000	8 5 0	8 5 0	8 5 0	8 5 0	8 5 0	8 5 0	8 5 0	8 5 0	8 5 0	8 5 0	Button C.	
Dead Bullock Creek								16,000	640	9 0 0	9 0 0	9 0 0	9 0 0	9 0 0	9 0 0	9 0 0	9 0 0	9 0 0	9 0 0	Loder G.	
Armowonic								30,000	4,000	9 0 0	9 0 0	9 0 0	9 0 0	9 0 0	9 0 0	9 0 0	9 0 0	9 0 0	9 0 0	Orr J. and E.	
Dunwalderlie								16,000	4,000	2 10 0	2 10 0	2 10 0	2 10 0	2 10 0	2 10 0	2 10 0	2 10 0	2 10 0	2 10 0	Jenkins R. L.	
Reiner's Valley								16,000	640	6 5 0	6 5 0	6 5 0	6 5 0	6 5 0	6 5 0	6 5 0	6 5 0	6 5 0	6 5 0	25 0 0	Swain S. and G.
Jimberge								19,000	640	15 3 0	15 3 0	15 3 0	15 3 0	15 3 0	15 3 0	15 3 0	15 3 0	15 3 0	15 3 0	15 3 0	Hill F. M.
Yeraubadi								19,000	640	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Hill T. H.
TOTAL	8 3 3	3 5 5	678,160	18,080	50,500	133 16 8	253 14 2	319 6 2	314 8 6	314 8 6	385 9 0	392 7 9	494 12 6								
CLARENCE RIVER.																					
Camden Valley*								16,000	640	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	5 8 0	10 0 0	10 0 0	10 0 0	Griffiths and W. F. Fanning.	
Head of the Richmond*								13,440	640	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	4 16 6	10 0 0	10 0 0	10 0 0	Glennie J.	
Lagan†								6,380	640	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 17 6	10 0 0	10 0 0	10 0 0	McDonald R.	
Taloubier								18,000	640	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	9 7 0	11 0 0	11 0 0	11 0 0	Ryan T.	

Marydale†							16,000	640	....	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	6 12 0	11 0 0	Small T., junr.
Slieve-na-mont							16,000	640	....	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	6 2 0	11 0 0	McLean N.
Accacia Creek†							16,000	....	4,000	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	14 0 0	14 0 0	McLean J. D.
Dome Mountain							25,600	640	....	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	16 7 9	14 0 0	14 0 0	Bundock A. F.
St. Clouds							16,000	....	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	9 17 3	10 0 0	Shea P.
Rocky River							18,000	640	....	21 0 0	21 0 0	21 0 0	21 0 0	21 0 0	21 0 0	21 0 0	20 6 6	21 0 0	21 0 0	Moorhead and Young.
Blake's Creek							15,000	....	4,000	16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	20 11 3	16 0 0	15 0 0	15 0 0	Pringle J.
Tempe							16,500	1,000	....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 12 6	15 0 0	15 0 0	15 0 0	Bundock A. F.
Maryville							16,000	640	....	10 8 0	10 8 0	10 8 0	10 8 0	10 8 0	10 8 0	12 1 9	10 8 0	10 8 0	10 8 0	Small T., junr.
Summervale							5,760	640	....	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	13 9 3	14 0 0	14 0 0	Bassett W. F.
Somervale							25,000	640	....	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	14 5 0	10 0 0	10 0 0	10 0 0	Small J. F.
Boorook							15,000	....	4,000	16 18 0	16 18 0	16 18 0	16 18 0	16 18 0	16 18 0	13 16 3	11 0 0	11 0 0	11 0 0	Wheatley G.
Langwell							16,000	....	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	16 18 0	12 0 0	12 0 0	12 0 0	Grieve T.
Somarah							14,000	640	....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Garrard H.
Nimben							16,000	640	....	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	12 10 0	8 4 6	12 10 0	12 10 0	12 10 0	Flood E.
Coldstream South							10,240	640	....	12 15 0	12 15 0	12 15 0	12 15 0	12 15 0	12 15 0	12 15 0	12 15 0	12 15 0	12 15 0	Johnston W.
Sherwood							16,000	640	....	18 14 0	18 14 0	18 14 0	18 14 0	18 14 0	18 14 0	18 14 0	15 0 0	15 0 0	15 0 0	Korve Jno. and Jas.
Double Duke							10,000	640	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	2 10 0	2 10 0	Irving C.
TOTAL	3	4	2	1	3	2	336,820	11,240	20,000	74 0 0	119 0 0	158 8 0	179 8 0	189 8 0	238 4 6	243 15 6	236 8 0				
GWYDIR.																					
Mobindry*							16,000	....	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	5 4 9	10 0 0	10 0 0	Howe J.
Bunarbra South*							16,000	....	4,000	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	27 12 6	20 0 0	20 0 0	20 0 0	Town J.
Bunarbra North*							16,000	....	4,000	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	27 12 6	20 0 0	20 0 0	20 0 0	Town J.
Wirri†							32,000	640	....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	12 12 6	10 0 0	10 0 0	10 0 0	Pearse J.
Guaraman							16,000	640	....	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	Pearse J. O.
Booroo							16,000	640	....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	8 13 3	10 0 0	10 0 0	10 0 0	Town J.
Meliallina							30,000	....	4,000	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	11 18 0	20 0 0	20 0 0	20 0 0	Blake A.
Gunnibrie							16,000	640	....	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	20 2 9	15 0 0	15 0 0	15 0 0	Johnston J.
Conbal							20,000	640	....	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 4 9	12 0 0	12 0 0	12 0 0	Dickson J.
Murgo							23,040	....	4,000	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	10 19 9	12 0 0	12 0 0	Dangar H.
Booraba							13,440	....	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	9 5 9	10 0 0	10 0 0	10 0 0	Dangar H.
Currah							20,000	....	4,000	14 15 0	14 15 0	14 15 0	14 15 0	14 15 0	14 15 0	10 0 0	10 0 0	10 0 0	10 0 0	Doyle J. F.
Carrenuga							32,000	640	....	13 18 6	13 18 6	13 18 6	13 18 6	13 18 6	13 18 6	10 1 0	10 1 0	10 1 0	10 1 0	Gally G.
Burrandoon							25,600	....	4,000	17 11 6	17 11 6	17 11 6	17 11 6	17 11 6	17 11 6	13 0 0	13 0 0	13 0 0	13 0 0	Singleton T.
East Kelo							32,000	640	....	11 7 0	11 7 0	11 7 0	11 7 0	11 7 0	11 7 0	10 1 0	10 1 0	10 1 0	10 1 0	Pearse J.
Lay Green							32,000	640	....	10 16 0	10 16 0	10 16 0	10 16 0	10 16 0	10 16 0	10 1 0	10 1 0	10 1 0	10 1 0	Dines R.
Collymungool East							31,000	640	....	21 9 6	21 9 6	21 9 6	21 9 6	21 9 6	21 9 6	20 0 0	20 0 0	20 0 0	20 0 0	Pearse J.
Bullerawa							12,800	640	....	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	Bettridge T. and Irving C.
Gurrotta							16,000	640	....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	6 13 4	10 0 0	10 0 0	10 0 0	Bucknell A. W.
East Gnoolooma							32,000	640	....	10 9 0	10 9 0	10 9 0	10 9 0	10 9 0	10 9 0	10 9 0	10 5 0	10 5 0	10 5 0	Pearse J.
East Darcel							16,000	640	....	10 9 0	10 9 0	10 9 0	10 9 0	10 9 0	10 9 0	10 9 0	10 5 0	10 5 0	10 5 0	Pearse J.
South Werrit							16,000	640	....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Bucknell A. W., C. W., and T. N.
Gurrotha							16,000	640	....	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	10 0 0	10 0 0	10 0 0	Bucknell A. W., C. W., and T. N.
Mooni							27,000	640	....	7 11 11	7 11 11	7 11 11	7 11 11	7 11 11	7 11 11	10 2 6	10 2 6	10 2 6	10 2 6	Cohen D. and Co.
Cunnycuddylong							17,280	640	....	7 13 0	7 13 0	7 13 0	7 13 0	7 13 0	7 13 0	10 4 0	10 4 0	10 4 0	10 4 0	Dickson J.
Cowmerton							16,640	....	4,000	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	10 0 0	10 0 0	10 0 0	10 0 0	Dickson J.
Wulbundunga							16,640	....	4,000	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	10 0 0	10 0 0	10 0 0	10 0 0	Bartlett A. C. and Getron W. S.
Noondoo							16,000	640	....	3 2 6	3 2 6	3 2 6	3 2 6	3 2 6	3 2 6	12 10 0	12 10 0	12 10 0	12 10 0	Pearse J.
South Crugalla							23,400	640	....	2 12 6	2 12 6	2 12 6	2 12 6	2 12 6	2 12 6	10 10 0	10 10 0	10 10 0	10 10 0	Dunn A.
Gil Gil							16,000	640	....	2 15 0	2 15 0	2 15 0	2 15 0	2 15 0	2 15 0	11 0 0	11 0 0	11 0 0	11 0 0	Lance T. E.
Moogarnoola							19,000	640	....	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	Eather C.
Balbimbinyid							19,000	640	....	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Hill A.
TOTAL	3	3	4	5	8	5	665,840	14,080	40,000	60 0 0	101 0 0	129 0 0	129 0 0	139 0 0	276 2 6	294 0 9	372 19 6				

Small T., junr.
 McLean N.
 McLean J. D.
 Bundock A. F.
 Shea P.
 Moorhead and Young.
 Pringle J.
 Bundock A. F.
 Small T., junr.
 Bassett W. F.
 Small J. F.
 Wheatley G.
 Grieve T.
 Garrard H.
 Flood E.
 Johnston W.
 Korve Jno. and Jas.
 Irving C.

Howe J.
 Town J.
 Town J.
 Pearse J.
 Pearse J. O.
 Town J.
 Blake A.
 Johnston J.
 Dickson J.
 Dangar H.
 Dangar H.
 Doyle J. F.
 Gally G.
 Singleton T.
 Pearse J.
 Dines R.
 Pearse J.
 Bettridge T. and Irving C.
 Bucknell A. W.
 Pearse J.
 Pearse J.
 Bucknell A. W., C. W., and T. N.
 Bucknell A. W., C. W., and T. N.
 Cohen D. and Co.
 Dickson J.
 Dickson J.
 Bartlett A. C. and Getron W. S.
 Pearse J.
 Dunn A.
 Lance T. E.
 Eather C.
 Hill A.

BEYOND THE SETTLED DISTRICTS.

RETURN No. 2.—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.						AREA.	ESTIMATED GRAZING CAPABILITIES.		RENT.										NAMES OF LESSEES.																		
	1880.	1881.	1882.	1883.	1884.	1885.		1886.	1887.	Cattle.	Sheep.	1880.	1881.	1882.	1883.	1884.	1885.	1886.	1887.																			
												£ s. d.		£ s. d.	£ s. d.	£ s. d.	£ s. d.																					
DARLING DOWNS AND MORETON.																																						
Gnoondoolmally No. 1*											10	5	0																									
Gnoondoolmally No. 2*											10	3	9																									
Gnoondoolmally No. 3*											10	0	0																									
Lagoon Creek Downs East†											15	0	0																									
Lagoon Creek Downs West*											15	0	0																									
Weranga No. 1								12,000	640		10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	14	2	6	10	0	0	Hope L. and Ramsay R.			
Weranga No. 2†								12,000	4,000		10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	14	2	6	10	0	0	Mort and Cameron.			
Weranga No. 3†								26,000	640		10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	14	2	6	10	0	0	Mort and Cameron.			
Weranga No. 4†								26,000	4,000		10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	14	2	6	10	0	0	Mort and Cameron.			
Retreat No. 1§								20,000	4,000		10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	10	14	0	10	0	0	10	0	0	Scott J. H.			
Retreat No. 2§								16,000	4,000		10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	10	14	0	10	0	0	10	0	0	Smith J.			
Halliford†								16,000	4,000		14	0	0	14	0	0	14	0	0	14	0	0	14	0	0	14	0	0	10	1	0	14	0	0	Wilson G. H.			
Stretchforh†								21,000	4,000		14	0	0	14	0	0	14	0	0	14	0	0	14	0	0	14	0	0	10	1	0	14	0	0	Wilson G. H.			
Head of Crossbrook Creek†											11	0	0																						M'Connell D. and J.			
Seven Oaks								16,000	4,000					10	10	0	10	10	0	10	10	0	10	10	0	10	10	0	7	19	0	10	10	0	Watt J. B.			
Pelican Station								20,000	4,000					10	10	0	10	10	0	10	10	0	10	10	0	10	10	0	7	19	0	10	10	0	Watt J. B.			
Fairy Land								16,000	4,000					10	10	0	10	10	0	10	10	0	10	10	0	10	10	0	7	19	0	10	10	0	Watt J. B.			
Liddell Forest								20,000	4,000					10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	6	10	0	10	0	0	Mort H. and Laidley J.			
Cabootture								16,000	640		14	4	0	14	4	0	14	4	0	14	4	0	14	4	0	14	4	0	14	4	0	9	3	0	Zillman, Gerber, Niquel, & Franz.			
Brush Creek								16,000	4,000		16	0	0	16	0	0	16	0	0	16	0	0	16	0	0	10	2	0	16	0	0				Weir, M'Donald J.			
Lagoon Creek Downs West								16,000	4,000					11	0	0	11	0	0	11	0	0	11	0	0	11	0	0	6	14	0	11	0	0	Hope and Ramsay.			
Binbran Downs†								12,000	4,000		15	4	0	15	4	0	15	4	0	15	4	0	15	4	0	15	4	0	9	4	0	15	4	0	Harris F. and G.			
Gnoondoolmally**								16,000	4,000		15	4	0	15	4	0	15	4	0	15	4	0	15	4	0	15	4	0	9	4	0	15	4	0	Harris F. and G.			
Burrando								26,000	4,000					10	10	0	10	10	0	10	10	0	10	10	0	13	18	0	10	10	0	10	10	0	Scott J. H.			
Weranga No. 5								20,000	4,000					10	0	0	10	0	0	10	0	0	10	0	0	13	4	9	10	0	0	10	0	0	Mort and Cameron.			
Jones' River								20,000	4,000					18	0	0	18	0	0	18	0	0	18	0	0	23	16	6	18	0	0	18	0	0	Mort and Cameron.			
Wicambill								16,000	640		14	4	0	14	4	0	14	4	0	14	4	0	14	4	0	18	16	0	14	4	0	14	4	0	Ebsworth F. J. E.			
East Haldon								16,000	4,000					10	0	0	10	0	0	10	0	0	10	0	0	13	4	9	10	0	0	10	0	0	Whitting J. J.			
Hookwood								20,000	640					10	0	0	10	0	0	10	0	0	10	0	0	12	10	6	10	0	0	10	0	0	Prince, Bray, and Ogg.			
Dogwood								21,000	640					10	0	0	10	0	0	10	0	0	10	0	0	12	10	6	10	0	0	10	0	0	Prince, Bray, and Ogg.			
East Tchaning								16,000	640					10	0	0	10	0	0	10	0	0	10	0	0	12	10	6	10	0	0	10	0	0	Ferrett J.			
Billa Billa								16,000	4,000					10	0	0	10	0	0	10	0	0	10	0	0	12	5	0	10	0	0	10	0	0	Easton and Robertson.			
Mianbaritt								32,000	640		16	10	0	16	10	0	16	10	0	16	10	0	16	10	0	20	3	3	16	10	0	16	10	0	Moffatt J. D., & Harris J. & G.			
Lang's Land								16,000	4,000		10	4	0	10	4	0	10	4	0	10	4	0	10	4	0										Tom H. and C.			
Scott Land								16,000	4,000		10	6	0	10	6	0	10	6	0	10	6	0	10	6	0										Tom H. and C.			
Gideon Land								16,000	4,000		10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	10	4	0	10	0	0	10	0	0	10	0	0	Thorne J.
Ballon								20,000	4,000		10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	10	4	0	10	0	0	10	0	0	10	0	0	Thorne J.
Durah								18,000	4,000		10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	10	4	0	10	0	0	10	0	0	10	0	0	Mort and Cameron.
Welltown								25,000	4,000		10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	9	14	0	10	0	0	10	0	0	Mort and Cameron.			
Palmy Creek								16,000	4,000		11	0	0	11	0	0	11	0	0	11	0	0	11	0	0	11	0	0	10	19	9	11	0	0	11	0	0	Towns R. and Richards.
Blythland								16,000	4,000		11	0	0	11	0	0	11	0	0	11	0	0	11	0	0	11	0	0	10	19	9	11	0	0	11	0	0	Towns R. and Richards H.
Bathecurriba								20,000	4,000		12	0	0	12	0	0	12	0	0	12	0	0	12	0	0	10	19	9	12	0	0	12	0	0	Young J.			
Waar Waar								48,000	4,000		22	4	0	22	4	0	22	4	0	22	4	0	22	4	0	17	19	0	22	4	0	22	4	0	Wilson G. H.			
Mundagai								26,000	4,000		10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	8	1	3	10	0	0	10	0	0	Mort and Cameron.
Pieurda								20,000	4,000		12	0	0	12	0	0	12	0	0	12	0	0	12	0	0	7	1	3	12	0	0	12	0	0	Pierce, Bray, and Ogg.			
Liddell Dale								20,000	4,000		10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	7	10	3	10	0	0	10	0	0	Mort H. and Laidley J.			
Upper Wyonbilla								16,000	4,000		10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	7	10	3	10	0	0	10	0	0	Ebsworth F. and J. E.			
Mooogoone								20,000	4,000		20	0	0	20	0	0	20	0	0	20	0	0	20	0	0	14	1	6	20	0	0	20	0	0	Daisey M.			
Scrub Land								16,000	4,000		10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	6	16	6	10	0	0	10	0	0	Pierce, Bray, and Ogg.			
Bent's Land								16,000	4,000		10	0	0	10	0	0	10	0	0	10	0	0	10	0	0	6	16	6	10	0	0	10	0	0	Pierce, Bray, and Ogg.			

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Bridgewood						16,000	4,000			11 2 0	11 2 0	11 2 0	11 2 0	7 9 0	11 2 0	Bell A.		
Talah						16,000	4,000			11 2 0	11 2 0	11 2 0	11 2 0	7 9 0	11 2 0	Bell A.		
Urie						16,000	4,000			11 2 0	11 2 0	11 2 0	11 2 0	7 9 0	11 2 0	Bell A.		
Yangaburne						16,000	4,000			10 0 0	10 0 0					Easton and Robertson.		
Speculation						16,000	4,000									Bell J. P. and A.		
Charley's Creek West, No. 1						16,000	4,000									Bell J. P. and A.		
Tinderra						16,000	4,000									Mort and Cameron.		
Darr						16,000	4,000					13 17 0	10 0 0	10 0 0		Thorne J.		
Dungogie					640	16,000						13 19 0	10 0 0	10 0 0		White W. D.		
Wild Horse Paradise						16,000	4,000					11 19 0	10 0 0	10 0 0		Ebsworth F. and J. E.		
Starvation Camp						16,000	4,000					11 16 9	10 4 0	10 4 0		Ebsworth F. and J. E.		
Birnie Thirst						16,000	4,000					11 16 9	10 4 0	10 4 0		Ebsworth F. and J. E.		
Vexation						16,000	4,000					11 16 9	10 4 0	10 4 0		Ebsworth F. and J. E.		
Murre Jerry					640	16,000						11 16 9	10 4 0	10 4 0		White W. D.		
Saralsh						16,000	4,000					10 19 9	10 0 0	10 0 0		Compigni A. W.		
Tara					640	16,000						10 0 0	10 0 0	10 0 0		Napier R.		
Culgaru					640	16,000						11 0 0	11 0 0	7 19 9		Napier R.		
Miggabaroo					640	16,000						12 0 0	12 0 0	8 14 3		Bell J. A. and J. P.		
Cobbegun					640	16,000						11 0 0	11 0 0	7 13 9		Bell J. A. and J. P.		
Footool						16,000	4,000					11 0 0	11 0 0	7 13 9		Bell J. A. and J. P.		
Cunara						16,000	4,000					10 0 0	10 0 0	6 10 6		Harris G. and J.		
Wee Wee						16,000	4,000					11 0 0	11 0 0	6 8 6		Tooth W. B.		
Lower Cobblegun						16,000	4,000					11 0 0	11 0 0	6 8 6		Tooth W. B.		
Prairie						16,000	4,000					10 0 0	10 0 0	9 1 6		Bell J. and A.		
Stockyard Creek						16,000	4,000					14 10 0	10 0 0	10 0 0		Russell and Taylor.		
Tarewinnabar West						16,000	4,000					11 3 3	10 0 0	10 0 0		Macdonald C. C.		
D'Agulla						16,000	4,000						11 9 0	10 0 0		Smith J.		
Collanally						16,000	4,000						11 2 0	10 0 0		Zillman L.		
Head of Yarrell Creek						16,000	4,000						10 0 0			Rens Edwd. (Holt T.)		
Lower East Tehanning						16,000	4,000						10 14 0	10 0 0		Cameron E. W., Tooth R., and Ferratt J.		
TOTAL	9	31	18	2	1	5	2,328,000	8,960	240,000	159 8 9	201 2 0	562 10 0	750 6 0	720 11 6	772 4 9	684 7 3	738 7 0	
NEW ENGLAND AND M'LEAY.																		
Oak Wood§						3,000	640			10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 15 0	10 0 0	10 0 0	Penson W.
Glen Rock§						16,000	4,000			10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0			Campbell A.
Barry's Station§						16,000	640			10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	8 0 6	10 0 0		Scott J.
Torgolo						13,000	640			10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	9 15 0	10 0 0		Campbell R. and Co.
Morvan						16,000	4,000			10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	6 5 0		Rodgers W.
New Valley						15,360	640							11 8 6	10 0 0	10 0 0		Everett G. J. and E.
Kangaroo Flat						16,000	6,000								24 14 10	21 0 0		King G.
Paddy's Land						16,000	4,000								10 0 0	6 9 0	10 0 0	Newby and Sons.
Elsinear						12,000	640								15 0 0	15 0 0		Sutton G. W.
Boura Boura Creek						16,000	4,000								2 10 0	10 0 0		Cullen A. K.
TOTAL	1	1	2	2	1	166,360	3,200	22,000	30 0 0	40 0 0	40 0 0	50 10 0	40 10 0	62 13 6	96 19 4	102 5 0		
LACHLAN.																		
Biuya						40,000	4,000								6 5 0	12 10 0		M'Phillamy J.
Mea Mia, Block A						24,000	4,000								6 5 0	12 10 0		Maiden and Denny.
Kikeamah§					640	30,000				20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	18 3 0	20 0 0		Walsh P.
Murrolebales						22,400	4,000			10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	8 12 6	10 0 0		M'Donnell G. and C.
South Thononga§						40,000	5,000			27 10 0	27 10 0	27 10 0	27 10 0	27 10 0	21 9 6	27 10 0		Jenkins F.
Cocomingla†						16,000	4,000			51 0 0	51 0 0	51 0 0	51 0 0	15 0 0	36 4 0	51 0 0		Smith J.
Naradhu§						16,000	4,000			10 0 0	10 0 0	10 0 0	10 0 0					Manning F. G.
Narraburra Creek‡										16 0 0	16 0 0							Walsh Wm.

* Accepted in 1848.—Forfeited.

† Accepted in 1848.—Withheld from submission to public competition.

‡ Originally called Gnoondoolmally No. 2.

§ Originally called Gnoondoolmally No. 1.

¶ Accepted in 1848.

‡ Accepted in 1849.

¶ Accepted in 1849.—Within the Settled Districts.

‡ Accepted in 1849.—Forfeited.

RETURN No. 2.—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.							AREA.	ESTIMATED GRAZING CAPABILITIES.		RENT.							NAMES OF LESSEES.		
	1850.	1851.	1852.	1853.	1854.	1855.	1856.		1857.	Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.		1856.	1857.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		£ s. d.			£ s. d.		£ s. d.	£ s. d.					
Coolegong								17,760	640			18 0 0	18 0 0	18 0 0	18 0 0	21 11 0	18 0 0	18 0 0	Perry H. and Marooncy J.	
Bungumbil								25,600	4,000			10 0 0	10 0 0	10 0 0	10 0 0	10 1 11	10 0 0	10 0 0	Hardy J. R.	
Warry								25,600	4,000			10 0 0	10 0 0	10 0 0	10 0 0	10 1 11	10 0 0	10 0 0	Hardy J. R.	
Ariah								23,000	4,000			10 0 0	10 0 0	10 0 0	10 0 0	10 1 11	10 0 0	10 0 0	Hardy J. R.	
Manna								16,000	640			19 0 0							Stinson S.	
Bolaro								23,040	4,000			10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	9 16 3	10 10 0	Baird M.	
Overall Plains								19,000	640			10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	7 15 0	10 10 0	Moore E. L.	
Marias Lake								16,000	640			10 0 0	10 0 0	10 0 0	10 0 0	14 0 0	10 0 0	10 0 0	O'Sullivan D. and S.	
Goralgambeth								25,000	640			22 0 0	22 0 0	22 0 0	22 0 0	27 13 6	22 0 0	22 0 0	Morris Jno.	
Malonga								16,000	640			12 0 0							Carberry and Crowe.	
Battery								25,000	4,000			10 4 0	10 4 0	10 4 0	13 7 3	10 4 0	10 4 0	10 4 0	Strickland J.	
Bald Hills								16,000	4,000			10 0 0	10 0 0	10 0 0	13 0 0	10 0 0	10 0 0	10 0 0	Carr, Brothers.	
Stoney Creek								3,040	640			12 0 0	12 0 0	12 0 0	15 8 6	12 0 0	12 0 0	12 0 0	Moloney P.	
Wallaroy								20,000	640			20 0 0	20 0 0	20 0 0	23 16 9	20 0 0	20 0 0	20 0 0	Suttor W. H.	
Moora Moora								27,000	600			10 0 0	10 0 0	10 0 0	11 9 9	10 0 0	10 0 0	10 0 0	Lee Wm.	
Uglo								16,000	640			14 0 0	14 0 0	14 0 0	15 8 6	14 0 0	14 0 0	14 0 0	Ward Wm.	
East Manna								16,000	4,000			14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	9 10 3	Marsden J.	
Keandra Creek								19,200	4,000			15 2 0							Macdonald G.	
Dulahdulahderry								22,400	4,000							14 19 0	11 0 0	11 0 0	Devlin J., junr.	
Carrejo								48,000	4,000							12 2 0	11 0 0	11 0 0	Rudd J.	
Narraburra Creek								10,240	640							10 0 0	10 0 0	10 0 0	Landre S.	
Cowaby								30,720	4,000							12 4 6	11 2 0	11 2 0	Taylor W.	
Jollingyong								30,000	700							50 2 6	50 2 6	50 2 6	Carr, Brothers.	
Brimbalingal								17,000	640							42 0 0	42 0 0	42 0 0	O'Sullivan D. and S.	
Berrigerry								16,000	640							11 4 9	10 0 0	10 0 0	Stinson S.	
Greenbar								23,040	640							15 0 0	11 5 0	15 0 0	Maiden and Denny.	
West Plains								16,000	4,000							10 0 0	6 13 4	10 0 0	Lee Wm.	
Wooyeo								40,000	1,000							71 7 6	45 19 0	71 7 6	O'Sullivan D. and S.	
Moulmain								32,000	640							12 7 0	10 0 0	10 0 0	Stone Th.	
South Thononga, Block B								40,000	640							15 3 6	12 10 0	12 10 0	Jenkins F.	
South Thononga, Block A								40,000	640							15 3 6	12 10 0	12 10 0	Jenkins F.	
Honuna, Block A								48,000	640							15 3 6	12 10 0	12 10 0	Denny D.	
Wallaby, Block A								48,000	640							15 3 6	12 10 0	12 10 0	Moore W.	
North Gugeldrio								38,400	4,000							11 15 9	10 0 0	10 0 0	Tooth E.	
North Hulong								38,400	640							11 15 9	10 0 0	10 0 0	Tooth E.	
North Ulong								28,000	640							11 15 9	10 0 0	10 0 0	Mort T. S.	
North Wardry								30,700	4,000							11 15 9	10 0 0	10 0 0	Ray and Angel.	
Bogia								38,000	640							11 0 0	12 17 5	12 17 5	West J., tertius.	
Gelong, or Pine Camp								38,400	640							11 0 0	12 17 5	12 17 5	West J., tertius.	
Cowal								16,000	640							12 18 0	11 0 0	11 0 0	Atkins W.	
Billabong Back Run								30,000	640							16 7 9	10 0 0	10 0 0	Lee Thos.	
Lower Billabong								23,000	640							16 7 9	10 0 0	10 0 0	Lee Thos.	
Bengamby								23,040	4,000							12 10 0	12 10 0	12 10 0	Flood E., junr.	
Mea Mia, Block C								70,000	610							5 10 0	11 0 0	11 0 0	Maiden J.	
Yaningorry								32,000	4,000							5 0 0	10 0 0	10 0 0	Barns J.	
Overall Plains, Block A								70,000	640							5 10 0	11 0 0	11 0 0	Maiden J.	
Honuna, Block B								70,000	640							5 10 0	11 0 0	11 0 0	Maiden J.	
Honuna, Block C								70,000	640							5 10 0	11 0 0	11 0 0	Maiden J.	
Barraloug								26,000	4,000							6 5 0	12 10 0	12 10 0	M'Phillamy J.	

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Northern Bollero					25,000		4,000								6 3 0	12 10 0	Wis. G. F.	
Wombine					16,000	640									7 10 0	10 0 0	Lee T.	
Clear Ridges					45,000	640									7 10 0	10 0 0	Lee T.	
Cantarle No. 2					45,000	640									5 5 0	10 10 0	Carr, Brothers.	
Moonbooldoole					22,000		4,000								6 5 0	12 10 0	M'Phillamy J.	
Lower Mithul Creek					20,000		4,000								5 10 0	11 0 0	O'Brien J.	
Murril Creek					25,000		4,000								6 0 0	12 0 0	O'Brien D. and Milan T.	
Wyangun					40,000		4,000								6 5 0	12 10 0	Tooth R.	
TOTAL	7	3	7	2	9	17	14	14										
					878,980	23,480	113,000	134 10 0	222 10 0	231 10 0	321 16 0	263 14 0	563 15 3	792 14 7	838 11 1			
MURRUMBIDGEE.																		
Talbingo*					28,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 6 0	10 0 0	10 0 0	10 0 0	Lampe O.	
Mannus Creek*					16,000	640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 10 6	10 0 0	10 0 0	10 0 0	Reilly Robert.	
Tuppall South*					13,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	5 13 6	10 0 0	10 0 0	Mooney J.	
Brindebilla*					16,000	610		12 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	West II.	
Wirkenbengal, B					32,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Lang T. and W.	
Wirkenbengal, A					32,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	Lang T. and W.	
The Back Plain*					25,600		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 14 9	10 0 0	10 0 0	10 0 0	Kennedy R. II.	
Wangamong Plains*					16,000		4,000	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	16 3 0	14 0 0	14 0 0	14 0 0	Patterson J. S. and Foote J. V.	
Big Plain					16,000		4,000	22 8 0	22 8 0	22 8 0	22 8 0	22 8 0	22 8 0	22 8 0	22 8 0	22 8 0	Burn W. S.	
Colombo Creek					25,600		5,000	27 10 0	27 10 0	27 10 0	27 10 0	27 10 0	29 0 3	27 10 0	27 10 0	27 10 0	Osborne H. and J.	
Momalong Plains					22,400	640		20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 18 9	20 0 0	20 0 0	20 0 0	Osborne H. and J.	
Tonganboo					32,000	640		20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 18 9	20 0 0	20 0 0	Rand R.	
Goberagandera					22,400		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 3 3	10 0 0	10 0 0	10 0 0	Atkinson W.	
Red Plains					32,000		4,000	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 3 3	20 0 0	20 0 0	20 0 0	Brougham P.	
Conrabyra					21,000	640		12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	12 0 0	11 12 9	12 0 0	12 0 0	Gurney T.	
Narrow Plain					31,360	640		16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	16 0 0	15 10 6	16 0 0	16 0 0	Osborne H.	
Sandy Ridges					16,000	640		10 8 0	10 8 0	10 8 0	10 8 0	10 8 0	10 8 0	8 17 9	10 8 0	10 8 0	Brown R.	
Mumalong					22,400	640		10 12 0	10 12 0	10 12 0	10 12 0	10 12 0	10 12 0	10 10 6	14 0 0	14 0 0	Mitchell E.	
Curragorambla					35,000	640		14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	10 10 6	14 0 0	14 0 0	Rourke T.	
Nottingham Forest†					16,000		4,000	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	15 0 0	10 19 0	15 0 0	15 0 0	Hull D.	
Bull Plain					38,000	640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 2 0	11 0 0	11 0 0	Brown R.	
Yarrangobilly					15,000	640		11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	7 2 0	11 0 0	11 0 0	Bingham H.	
Borea Creek					30,000		6,000	57 0 0	57 0 0	57 0 0	57 0 0	57 0 0	57 0 0	35 0 0	57 0 0	57 0 0	Jackson J.	
North Goonambil					44,360	640		24 0 0	24 0 0	24 0 0	24 0 0	24 0 0	24 0 0	14 5 6	24 0 0	24 0 0	Datkins J.	
Tumbarumba					28,000		4,000	30 0 0	30 0 0	30 0 0	30 0 0	30 0 0	30 0 0	16 13 9	30 0 0	30 0 0	Mate T. H.	
Winter Run					16,000	640		14 0 0	14 0 0	14 0 0	14 0 0	14 0 0	18 10 6	18 10 6	18 10 6	18 10 6	M'Kinnon C. F.	
Cooloman					16,000		4,000	34 0 0	34 0 0	34 0 0	34 0 0	34 0 0	41 2 3	34 0 0	34 0 0	34 0 0	M'Callum D. and Livingstone J.	
Warmatta					16,000		4,000	10 6 0	10 6 0	10 6 0	10 6 0	10 6 0	12 9 0	10 6 0	10 6 0	10 6 0	Hillar G.	
The Billibong Forest					32,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 1 6	10 0 0	10 0 0	10 0 0	Kennedy R. W.	
Colkanaminiman					32,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 1 6	10 0 0	10 0 0	10 0 0	Peter J.	
Bowna					16,000	640		11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	9 3 6	11 0 0	11 0 0	Peter J.	
Long Plain					16,000		4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	8 4 0	10 0 0	10 0 0	Bridle and Wilkinson.	
Dry Forest					14,000		4,000	14 4 0	14 4 0	14 4 0	14 4 0	14 4 0	14 4 0	10 18 9	14 4 0	14 4 0	Brown R.	
Kilmyaua					32,000		4,000	14 4 0	14 4 0	14 4 0	14 4 0	14 4 0	14 4 0	10 18 9	14 4 0	14 4 0	Jeffreys H. C.	
Singoramab, Block A					32,000		4,000	14 4 0	14 4 0	14 4 0	14 4 0	14 4 0	14 4 0	10 18 9	14 4 0	14 4 0	Crichton R. and J.	
Singoramab, Block B					32,000		4,000	14 4 0	14 4 0	14 4 0	14 4 0	14 4 0	14 4 0	10 18 9	14 4 0	14 4 0	Macleay G.	
Singoramab, Block C					32,000		4,000	14 4 0	14 4 0	14 4 0	14 4 0	14 4 0	14 4 0	10 18 9	14 4 0	14 4 0	Macleay G.	
Singoramab, Block D					32,000		4,000	28 0 0	28 0 0	28 0 0	28 0 0	28 0 0	28 0 0	28 0 0	28 0 0	28 0 0	Macleay G.	
Coamargo, Block C					32,000		4,000	24 0 0	24 0 0	24 0 0	24 0 0	24 0 0	24 0 0	24 0 0	24 0 0	24 0 0	Keatinge J. J.	
Yanko, Block F†					64,000		4,000	30 10 6	30 10 6	30 10 6	30 10 6	30 10 6	30 10 6	23 5 0	30 10 6	30 10 6	Keatinge J. J.	
Mungadingadal Back Run					32,000		4,000	26 10 6	26 10 6	26 10 6	26 10 6	26 10 6	26 10 6	20 4 0	26 10 6	26 10 6	Lang T. and W.	
Coamargo, Block B					32,000		4,000	30 10 6	30 10 6	30 10 6	30 10 6	30 10 6	30 10 6	23 5 0	30 10 6	30 10 6	Reid D. J., R. D., and C. A.	
Elit Elwah, Block B					32,000		4,000	33 0 0	33 0 0	33 0 0	33 0 0	33 0 0	33 0 0	33 0 0	33 0 0	33 0 0	Lang T. and W.	
Burrabogie, Block A†																	Huon A. A.	

* Accepted in 1849.

† Forfeited.

BEYOND THE SETTLED DISTRICTS.

RETURN No. 2.—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.						AREA.	ESTIMATED GRAZING CAPABILITIES.		RENT.							NAMES OF LESSEES.	
	1850.	1851.	1852.	1853.	1854.	1855.		Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.		1857.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.				£ s. d.		£ s. d.						
Burrabogie, Block B*																		
Yanco, Block E																		
Windouran, Block A																		Huon A. A.
Coonargo, Block A																		Mate T. H.
Morundah																		Edwards C.
Yanco, Block A																		Denny D.
Yanco, Block B																		Jenkins F.
Yanco, Block C																		Bear J. P.
Beago*																		Furlong W.
Windouran, Block B*																		Furlong W.
Moulamein, Block B																		Peters F. G.
Moulamein, Block A																		Edwards C.
Pevensy Back Run																		M'Kinnon C. F.
Woonamurra																		M'Kinnon C. F.
Booroobanilly																		Lang T. and W.
Nuremerramang																		Kennedy R. H.
Yanco, Block D																		Kennedy R. H.
Nap Nap, Block A																		Sparkes Jas.
Nap Nap, Block B																		Furlong W.
Nap Nap, Block C																		Badeock J.
El Elwah, Block A																		Badeock J.
Billybong Forest																		Badeock J.
Eastern half of Ugolbit, Block A																		Lang T. and W.
Western half of Ugolbit, Block A																		Osborne S., senr.
Eastern portion of Yanco, Block F																		Peter J.
Bingagong Back Plain																		Peter J.
Moolpa Back Run																		Howell Wm.
Clear Hill																		Howell Wm.
Adjintoothbong																		M'Kinnon C. F.
Yanco, Block H								640										Herbert T.
Yanco, Block G																		Tooth W. B.
Moonbria																		Burchett H.
Nottingham Forest																		Burchett H.
Jeremiah																		Crichton R. and J.
Windouran, Block B																		Pring J.
Nauangroo																		Flinn J.
Bago																		Edwards C.
Burrabogie, Block A																		Sheahan J.
Burrabogie, Block B																		Goldspink J.
Mulberrygang, Block B																		Macbay W.
Mulberrygang, Block A																		Macbay W.
Yanco, Block F., Western portion																		Clarke W.
Jerra Jerra																		Clarke W.
Westcombe																		Peter J.
Stranger's Retreat																		Stone and Osborne.
Sawyer's Mistake																		Hennessy P.
Wanganella, Block B.																		Hennessy P.
Wanganella, Block D.																		Brown R.
Red Plains																		Broadribb W. A.
																		Broadribb W. A.
																		Broadribb W. A.

RETURN No. 2.—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.							AREA.	ESTIMATED GRAZING CAPABILITIES.		RENT.							NAMES OF LESSEES.		
	1850.	1851.	1852.	1853.	1854.	1855.	1856.		1857.	Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.		1856.	1857.
												£ s. d.		£ s. d.	£ s. d.					
Tarcoola								30,000	4,000				11 4 0	11 4 0	11 4 0	14 19 4	11 4 0	11 4 0	Phelps J. L.	
Para								23,040	4,000				14 0 0	14 0 0	14 0 0	17 12 3	14 0 0	14 0 0	Scott J., junr.	
Para, No. 2								23,040	4,000				15 0 0	15 0 0	15 0 0	18 17 3	15 0 0	15 0 0	Scott J., junr.	
Mallee Cliff								20,180	4,000				20 0 0	20 0 0	20 0 0	20 0 0	24 10 6	20 0 0	M'Farlane and M'Donald.	
Bungallow, No. 1								30,720	4,000				20 0 0	20 0 0	20 0 0	20 0 0	24 10 0	20 0 0	M'Kenzie D.	
Tiltao								30,720	4,000				10 4 0	10 4 0	10 4 0	10 4 0	5 10 3		Fletcher D.	
Tapion								30,720	4,000				10 4 0	10 4 0	10 4 0	10 4 0	5 10 3		Fletcher D.	
Gumhall								32,000	640				10 0 0						Asshe J. J.	
Moodana								32,000	640				10 0 0						M'Kell T.	
Woollawoolla								32,000	640				10 0 0						Thompson W.	
Yarrowal, Back Run								208,640	4,000				12 0 0	12 0 0	12 0 0	6 1 0	12 0 0	12 0 0	Flood E.	
Juanbung, Back Run								204,800	4,000				12 0 0	12 0 0	12 0 0	6 1 0	12 0 0	12 0 0	Flood E.	
Wegongo								16,000	640				24 0 0	24 0 0	24 0 0	31 19 3	24 0 0	24 0 0	Smith S.	
Lower North Thononga								32,640	4,000				12 10 0	12 10 0	12 10 0	12 10 0	6 15 9	12 10 0	Keighran P. J.	
Upper North Thononga								32,640	4,000				12 10 0	12 10 0	12 10 0	12 10 0	6 15 9	12 10 0	Suttor J. B.	
Loocalle								30,720	4,000							10 8 0	6 14 6	10 8 0	Chadwick N.	
Lower Lette								61,140	4,000							12 10 0	10 0 0	10 0 0	Ross and M'Callum.	
Upper Lette								61,440	4,000							12 10 0	10 0 0	10 0 0	Ross and M'Callum.	
Caringy								64,000	4,000							12 10 0	10 0 0	10 0 0	Ross W.	
Boonaricool								38,400	6,000					15 0 0	15 0 0	7 10 0	15 0 0	15 0 0	Morey E.	
Nowung								27,000	4,000					10 0 0	10 0 0	5 0 0	10 0 0	10 0 0	Morey E.	
Ten Mile Plains								38,400	640							12 14 0	10 4 0	10 4 0	Peter J.	
North Walgiers								21,760	4,000							14 18 0	12 0 0	12 0 0	Peter J.	
Wambah								16,000	4,000							13 11 0	11 1 0	11 1 0	M'Leod J.	
Outer Walandra East								32,000	640							12 5 0	10 0 0	10 0 0	Suttor W. H.	
Outer Lower North Thononga								32,000	4,000							17 2 0	14 0 0	14 0 0	Keighran P. J.	
Outer Upper North Thononga								32,000	4,000							17 2 0	14 0 0	14 0 0	Suttor J. B.	
Barraro								30,720	4,000							14 14 2	13 0 0	13 0 0	M'Leod J.	
Gall Gall								30,000	800							22 0 0	18 15 0	18 15 0	Jenkins F.	
Merry								32,000	4,000							11 0 0	11 0 0	11 0 0	Suttor W. H.	
Budda								32,000	4,000							11 0 0	11 0 0	11 0 0	Spicer J.	
Weelong								32,000	4,000							10 0 0	10 0 0	10 0 0	Suttor W. H.	
Preulla								32,000	4,000							19 0 0	19 0 0	19 0 0	Elder, Smith, Stirling, & Taylor.	
Mauringah or Yenda								32,000	4,000							15 0 0	15 0 0	15 0 0	Elder, Smith, Stirling, & Taylor.	
Gunpongulla								32,000	4,000							16 0 0	16 0 0	16 0 0	Elder, Smith, Stirling, & Taylor.	
Twoprang Back Plains								32,000	4,000							11 0 0	11 0 0	11 0 0	Flood J.	
Tuprong Back Plains								32,000	4,000							11 0 0	11 0 0	11 0 0	Flood J.	
Keric								32,000	640							10 0 0	10 0 0	10 0 0	Icely T.	
Woytchugga East								30,000	640							11 0 0	11 0 0	11 0 0	Chadwick N.	
Curranyale								30,000	4,000							11 0 0	11 0 0	11 0 0	Chadwick N.	
Culpanlin East								30,000	640							11 0 0	11 0 0	11 0 0	Chadwick N.	
Wallandra								32,000	4,000							11 0 0	11 0 0	11 0 0	Suttor W. H.	
Mary Mary								32,000	640							11 0 0	11 0 0	11 0 0	Suttor W. H.	
Wambar								32,000	640							10 0 0	10 0 0	10 0 0	Hamilton H.	
Cambedore								32,000	640							10 0 0	10 0 0	10 0 0	Hamilton H.	
Hentley								32,000	4,000							13 0 0	13 0 0	13 0 0	Phelps J. J.	
Blenheim								32,000	4,000							14 0 0	14 0 0	14 0 0	Phelps J. J.	
Albemarle								32,000	4,000							14 0 0	14 0 0	14 0 0	Phelps J. J.	
Dunoon								30,000	4,000							9 0 0	12 0 0	12 0 0	Smith J.	

CROWN LANDS UNDER LEASE OR LICENSE

Keiss.....				30,000	4,000								9 0 0	12 0 0	Smith J.		
Kilmun.....				30,000	4,000								9 0 0	12 0 0	Smith J.		
Pooncaroe Back Plains.....				32,000	4,000								7 17 6	10 10 0	Phelps J. J.		
Mythe.....				32,000	4,000								11 5 0	15 0 0	M'Leod J.		
Outer Mythe.....				32,000	4,000								11 5 0	15 0 0	M'Leod J.		
Bidura.....				76,800	4,000								7 10 0	10 0 0	Ross W.		
Booniaricool.....				38,400	4,000								7 10 0	10 0 0	Morey G. J. D.		
Outer Wambah.....				32,000	4,000								5 0 0	10 0 0	M'Leod J.		
South Wambah.....				16,000	4,000								5 0 0	10 0 0	M'Leod J.		
Araal.....				32,000	4,000								6 10 0	11 0 0	M'Kenzie D.		
Letheroe.....				32,000	4,000									7 11 11	Phelps J. J.		
Gunpanuola.....				32,000	640									7 10 0	M'Leod J.		
Tyndiah.....				32,000	640									7 10 0	M'Leod J.		
Undeethee.....				32,000	640									7 10 0	M'Leod J.		
Chance.....				50,000	4,000									7 10 0	Smith J.		
TOTAL.....	20	14	3	2	1 39	7	3,075,360	17,660	244,000	10 4 0	424 16 0	600 12 0	619 12 0	644 12 0	733 11 11	1,084 3 5	1,165 8 11
WIDE BAY AND BURNETT.																	
Halketburn of Hawkwood*.....				16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	5 11 6	10 0 0	Prior T. L. M.	
Rosehall of Hawkwood*.....				16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	5 11 6	10 0 0	Prior T. L. M.	
Boonbajan*.....				11,520	640	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	5 10 3	10 0 0	Lawles C.	
Windera.....				16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	5 10 3	10 0 0	Lawles P.	
Gigoomuran*.....				16,000	8,000	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	28 16 6	20 0 0	20 0 0	Leslie G. F.	
Coonambil.....				16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	13 1 6	10 0 0	10 0 0	Cameron A.	
The Flats.....				12,800	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	13 1 6	10 0 0	10 0 0	Ivory F. J.	
St. John's.....				15,360	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	13 1 6	10 0 0	10 0 0	Cameron A.	
Eidsvold.....				13,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	12 9 0	10 0 0	10 0 0	Ivory F. J.	
Tellemark.....				14,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	12 9 0	10 0 0	10 0 0	Ivory F. J.	
Upperhaugh.....				23,040	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	12 1 3	10 0 0	10 0 0	Pigott P.	
Lowerhaugh.....				28,800	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	12 1 3	10 0 0	10 0 0	Pigott P.	
Coondana.....				26,800	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	12 1 3	10 0 0	10 0 0	M'Donald C. C.	
Auburn.....				26,880	640	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	12 1 3	10 0 0	10 0 0	Pigott P.	
Fishey Creek.....				23,040	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	12 1 3	10 0 0	10 0 0	Pigott P.	
Nangur.....				16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 14 9	10 0 0	10 0 0	Jones D. M.	
Goomerribong.....				16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 14 9	10 0 0	10 0 0	Jones D. M.	
Boonara.....				16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 14 9	10 0 0	10 0 0	Jones D. M.	
Warra.....				16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 9 9	10 0 0	10 0 0	Herbert H.	
Wetheron.....				24,000	640	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 9 9	10 0 0	10 0 0	Humphreys W.	
Dundar.....				16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 9 9	10 0 0	10 0 0	Herbert H.	
Alburanga.....				16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 9 0	10 0 0	10 0 0	Knox E.	
Mundulburra.....				16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 9 0	10 0 0	10 0 0	Knox E.	
Neumgan.....				19,200	4,000	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	11 18 3	10 10 0	10 10 0	Henderson J.	
Tarong.....				27,400	4,000	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	11 18 3	10 10 0	10 10 0	Henderson J.	
Kunioon.....				25,000	640	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	11 18 3	10 10 0	10 10 0	Henderson J.	
Turcen.....				17,920	4,000	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	10 10 0	11 18 3	10 10 0	10 10 0	Henderson J.	
Pahrie.....				16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 4 9	10 0 0	10 0 0	Strathdee W.	
Yoodabra.....				16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 4 9	10 0 0	10 0 0	Strathdee W.	
Coorango.....				15,360	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 4 9	10 0 0	10 0 0	Strathdee.	
Whitebank.....				28,800	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 4 9	10 0 0	10 0 0	Sherwin W.	
Redbank.....				28,800	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	11 4 9	10 0 0	10 0 0	Sherwin W.	
Yenda Run.....				16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 10 6	10 0 0	10 0 0	Brown W.	
Narrango.....				16,000	640	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 10 6	10 0 0	10 0 0	Barker R. and B.	
Booie.....				16,000	640	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 10 6	10 0 0	10 0 0	Barker R. and B.	
Coolaburria.....				16,000	640	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 10 6	10 0 0	10 0 0	Barker R. and B.	
Tanjour.....				16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	10 2 3	10 0 0	10 0 0	J. B. Reid.	

* Accepted in 1819.

RETURN No. 2.—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.						AREA.	ESTIMATED GRAZING CAPABILITIES.		RENT.							NAMES OF LESSEES.			
	1860.	1861.	1862.	1863.	1864.	1865.		1866.	1867.	Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.		1855.	1856.	1857.
												£ s. d.		£ s. d.	£ s. d.	£ s. d.				
Tonday												10 0 0	10 0 0	10 0 0	10 0 0	10 2 3	10 0 0	10 0 0	Reid J. B.	
Mount Debateable												10 0 0	10 0 0	10 0 0	10 0 0	10 1 3	10 0 0	10 0 0	Montefiore, Graham, and Co.	
Binjour												10 0 0	10 0 0	10 0 0	10 0 0	10 2 3	10 0 0	10 0 0	Reid J. B.	
Tabar												15 0 0	15 0 0	15 0 0	15 0 0	15 2 6	15 0 0	15 0 0	Eaton J.	
Burrandowan												14 0 0	14 0 0	14 0 0	14 0 0	14 1 6	14 0 0	14 0 0	Friell P.	
Peroone												14 0 0	14 0 0	14 0 0	14 0 0	14 1 6	14 0 0	14 0 0	Friell P.	
Chappingah												14 0 0	14 0 0	14 0 0	14 0 0	14 1 6	14 0 0	14 0 0	Friell P.	
Letterfourie												14 0 0	14 0 0	14 0 0	14 0 0	14 1 6	14 0 0	14 0 0	Friell P.	
Gordonston												14 0 0	14 0 0	14 0 0	14 0 0	14 1 6	14 0 0	14 0 0	Friell P.	
Dangore												14 0 0	14 0 0	14 0 0	14 0 0	14 1 6	14 0 0	14 0 0	Friell P.	
Mannem												14 0 0	14 0 0	14 0 0	14 0 0	14 1 6	14 0 0	14 0 0	Friell P.	
Dunrobin												14 0 0	14 0 0	14 0 0	14 0 0	14 1 6	14 0 0	14 0 0	Friell P.	
Cadarga										640		10 0 0	10 0 0	10 0 0	10 0 0	10 1 3	10 0 0	10 0 0	McDonald C. C.	
Courka										640		10 0 0	10 0 0	10 0 0	10 0 0	10 1 3	10 0 0	10 0 0	McDonald C. C.	
Mundure												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	8 5 6	10 0 0	O'Connell W. B.	
Mundure, No. 2												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	8 5 6	10 0 0	O'Connell W. B.	
Baramba												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	8 5 6	10 0 0	Jones and Feriter.	
Baramba, No. 2												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	8 5 6	10 0 0	Jones and Feriter.	
Baramba, No. 3												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	8 5 6	10 0 0	Jones and Feriter.	
Toondoogananygy												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 16 3	10 0 0	Mort and Cameron.	
Derrarabungy												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 16 3	10 0 0	Strathdee R. and W.	
Guroodan												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 16 3	10 0 0	Humphreys W.	
St. David's Fall										640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 11 6	10 0 0	Brown W.	
View Hill										640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 11 6	10 0 0	Brown W.	
Hillhousesidge of Hawkwood										640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 8 6	10 0 0	Lamb, Parbury, and Lamb.	
Woomga												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	6 15 0	10 0 0	Tooth R.	
Gramga												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	6 12 0	10 0 0	Jones D. M.	
Monden												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	6 7 0	10 0 0	O'Connell W. B.	
Greystonelee of Hawkwood										640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	6 7 0	10 0 0	Prior T. L. M.	
Mundowran												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	5 11 0	10 0 0	Walsh W. H.	
Malmoe												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	5 11 0	10 0 0	Cameron A.	
Splinter Creek										640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	5 6 6	10 0 0	Young, Lark, and Bennett.	
Broad Water												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	5 6 6	10 0 0	Morehead and Young.	
Dangingal												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	5 6 6	10 0 0	Morehead and Young.	
The Island										640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	5 6 6	10 0 0	Morehead and Young.	
Three Moon Station										640		10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	5 6 6	10 0 0	Morehead and Young.	
Dry Creek												10 0 0	10 0 0	10 0 0	10 0 0	5 3 9	10 0 0	10 0 0	Holt and Berry.	
Cooringlah												10 0 0	10 0 0	10 0 0	10 0 0	5 3 9	10 0 0	10 0 0	Holt and Berry.	
Mount Fortitude												10 0 0	10 0 0	10 0 0	10 0 0	5 3 9	10 0 0	10 0 0	Holt and Berry.	
Rawhill												10 0 0	10 0 0	10 0 0	10 0 0	5 3 9	10 0 0	10 0 0	Holt and Berry.	
Upper Kilkivan												10 0 0	10 0 0	10 0 0	10 0 0	14 12 0	10 0 0	10 0 0	M'Taggart J. D.	
Doongul										640		10 10 0	10 10 0	10 10 0	10 10 0	15 2 6	10 10 0	10 10 0	Barton F. J.	
Mariana										640		10 4 0	10 4 0	10 4 0	10 4 0	12 9 3	10 4 0	10 4 0	Graham H.	
Basin of Weeje Weeje												13 2 0	13 2 0	13 2 0	13 2 0	14 11 6	13 2 0	13 2 0	Tooth R.	
Orange Tree										640		10 6 0	10 6 0	10 6 0	10 6 0	11 9 3	10 6 0	10 6 0	Tooth R.	
Arunbanga												10 11 0	10 11 0	10 11 0	10 11 0	10 11 0	10 3 6	10 11 0	Herbert H. and T.	
Johngboon												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	9 12 0	10 0 0	Herbert H. and T.	
Wigton												10 6 0	10 6 0	10 6 0	10 6 0	9 18 9	10 6 0	10 6 0	Graham D.	
Tireen												10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	8 13 3	10 0 0	Holt and Berry.	

Ballyhew	16,000	4,000	11 2 0	11 2 0	11 2 0	11 2 0	7 5 9	11 2 0	Graham D.
Chessborough	22,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	6 11 0	10 0 0	Knox E.
Bald Hills	16,000	640	10 0 0	10 0 0	10 0 0	10 0 0	5 14 6	10 0 0	Tooth R.
Glastonbury	16,000	640	10 0 0	10 0 0	10 0 0	10 0 0	5 14 5	10 0 0	Tooth R.
Ina	28,800	4,000	10 0 0	10 0 0	5 4 2	10 0 0	10 0 0	10 0 0	Lawson R. and A.
Waringa	4,000	4,000	10 0 0	10 0 0	5 4 2	10 0 0	10 0 0	10 0 0	Lawson R. and A.
Wadgineraganya	16,000	4,000	10 0 0	10 0 0	5 4 2	10 0 0	10 0 0	10 0 0	Lawson R. and A.
Boondoorna	16,000	4,000	10 0 0	10 0 0	5 4 2	10 0 0	10 0 0	10 0 0	Lawson R. and A.
Durong	16,000	4,000	10 0 0	10 0 0	5 4 2	10 0 0	10 0 0	10 0 0	Lawson R. and A.
Brorinia	22,000	4,000	10 0 0	10 0 0	10 0 0	5 0 0	10 0 0	10 0 0	Mort T. S.
Weir Weir	16,000	4,000	12 0 0	12 0 0	12 0 0	6 0 0	12 0 0	12 0 0	Mort T. S.
Chowey	16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	5 0 0	10 0 0	Griffiths and Fanning.
Wateranga	16,000	4,000	10 0 0	10 0 0	10 0 0	14 12 3	10 0 0	10 0 0	Humphreys W.
Gooroolballen	20,000	640	10 0 0	10 0 0	10 0 0	14 12 3	10 0 0	10 0 0	Humphreys W.
Booninba	16,000	4,000	10 0 0	10 0 0	10 0 0	14 12 3	10 0 0	10 0 0	Lawless C. and P.
Head of Dunbar Creek	16,000	4,000	10 0 0	10 0 0	10 0 0	14 12 3	10 0 0	10 0 0	Herbert H.
Boonenne	16,000	4,000	10 0 0	10 0 0	10 0 0	13 17 0	10 0 0	10 0 0	Haly C. R.
Gordon Brook	16,000	4,000	10 0 0	10 0 0	10 0 0	13 17 0	10 0 0	10 0 0	Haly W. O. G.
Taabinga	16,000	4,000	10 0 0	10 0 0	10 0 0	13 17 0	10 0 0	10 0 0	Haly W. O. G.
Wooroolin	16,000	4,000	10 0 0	10 0 0	10 0 0	13 17 0	10 0 0	10 0 0	Haly C. R.
Dezelba	16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	13 13 6	10 0 0	Griffiths and Fanning.
Dallamil	16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	13 13 6	10 0 0	Griffiths and Fanning.
Brooyar	16,000	640	20 12 0	20 12 0	27 13 3	20 12 0	20 12 0	20 12 0	Tooth R.
Ger Ger or Running Creek	16,000	4,000	24 4 0	24 4 0	31 3 3	24 4 0	24 4 0	24 4 0	Leslie G. F.
Calgon or Marodian	16,000	4,000	21 16 0	21 16 0	28 1 6	21 16 0	21 16 0	21 16 0	Leslie G. F.
Mungore	12,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	12 14 3	10 0 0	Griffiths and Fanning.
Ulah	15,000	4,000	11 0 0	11 0 0	13 16 9	11 0 0	11 0 0	11 0 0	Anderson and Leslie.
South Doongul	18,000	610	12 0 0	12 0 0	14 11 6	12 0 0	12 0 0	12 0 0	Forbes R. S. B.
Proston	16,000	4,000	10 0 0	10 0 0	12 0 0	10 0 0	10 0 0	10 0 0	Alexander R.
Cusbnie	21,800	4,000	14 0 0	14 0 0	16 16 10	14 0 0	14 0 0	14 0 0	Friell P.
Kingsland	17,920	4,000	14 0 0	14 0 0	16 16 10	14 0 0	14 0 0	14 0 0	Friell P.
Ballogie	14,080	4,000	14 0 0	14 0 0	16 16 10	14 0 0	14 0 0	14 0 0	Friell P.
Junction	16,000	4,000	22 0 0	22 0 0	22 0 0	19 16 9	22 0 0	22 0 0	Anderson and Leslie.
Lower Johnghoon	16,640	4,000	10 12 0	10 12 0	10 12 0	7 8 0	10 12 0	10 12 0	Herbert H. and T.
Penang	16,000	4,000	10 0 0	10 0 0	14 10 0	10 0 0	10 0 0	10 0 0	Heid J. B.
Corega	22,000	4,000	10 0 0	10 0 0	14 8 3	10 0 0	10 0 0	10 0 0	King J.
Marydale	15,000	4,000	10 0 0	10 0 0	14 8 3	10 0 0	10 0 0	10 0 0	King J.
Tummerumbanya	15,000	4,000	10 0 0	10 0 0	14 8 3	10 0 0	10 0 0	10 0 0	King J.
Mud Creek	22,000	4,000	10 0 0	10 0 0	14 8 3	10 0 0	10 0 0	10 0 0	King J.
Lily Vale	16,000	640	10 0 0	10 0 0	13 15 0	10 0 0	10 0 0	10 0 0	Bank of New South Wales.
Rose Vale	11,520	640	10 4 0	10 4 0	14 0 9	10 4 0	10 4 0	10 4 0	Bank of New South Wales.
Sandy Creek	20,000	640	10 4 0	10 4 0	14 0 9	10 4 0	10 4 0	10 4 0	Bank of New South Wales.
Wallubia	16,000	640	12 0 0	12 0 0	16 3 6	12 0 0	12 0 0	12 0 0	Royd C. J. and E. M.
Kinross	16,000	640	12 0 0	12 0 0	16 3 6	12 0 0	12 0 0	12 0 0	Royd C. J. and E. M.
Salt Pan	16,000	640	12 0 0	12 0 0	16 3 6	12 0 0	12 0 0	12 0 0	Royd C. J. and E. M.
Chewondah	19,200	640	10 0 0	10 0 0	13 9 7	10 0 0	10 0 0	10 0 0	Royd C. J. and E. M.
Coringa	21,000	640	10 0 0	10 0 0	13 9 7	10 0 0	10 0 0	10 0 0	Royd C. J. and E. M.
Juandah	21,000	640	10 0 0	10 0 0	13 9 7	10 0 0	10 0 0	10 0 0	Royd C. J. and E. M.
Bungaban	16,000	640	10 2 0	10 2 0	10 2 0	10 2 0	12 15 6	12 15 6	Holt T.
Upper Junction	16,000	640	10 2 0	10 2 0	10 2 0	10 2 0	12 15 6	12 15 6	Holt T.
Junction	16,000	640	10 0 0	10 0 0	10 0 0	10 0 0	12 15 6	12 15 6	Holt T.
Dawson River	31,360	4,000	10 0 0	10 0 0	12 11 6	10 0 0	10 0 0	10 0 0	Sercold and McKenzie.
Kroomgah	22,400	4,000	10 0 0	10 0 0	12 11 6	10 0 0	10 0 0	10 0 0	Sercold and McKenzie.
Indrabanyer	22,400	4,000	10 0 0	10 0 0	12 11 6	10 0 0	10 0 0	10 0 0	Sercold and McKenzie.
Cockatoo Creek	22,400	4,000	10 0 0	10 0 0	12 11 6	10 0 0	10 0 0	10 0 0	Sercold and McKenzie.
Curriside of Hawkwood	16,000	4,000	10 0 0	10 0 0	12 3 10	10 0 0	10 0 0	10 0 0	Prior T. L. M.
North Branch of Bungaban	25,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	12 3 4	12 3 4	Holt T.

RETURN No. 2.—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.							AREA.	ESTIMATED GRAZING CAPACITIES.		RENT.							NAMES OF LESSEES.		
	1850.	1851.	1852.	1853.	1854.	1855.	1856.		1857.	Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.		1856.	1857.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		£ s. d.	£ s. d.
Dykehead.....								16,000	....	4,000						10 0 0	10 0 0	10 0 0	12 3 4	Hlow, Walker, and Co.
Newlands, No. 2.....								16,000	640	....						10 0 0	10 0 0	10 0 0	12 3 4	Holt T.
Lagoon Station.....								16,000	640	....						10 0 0	10 0 0	10 0 0	12 3 4	Holt T.
Rocky Spring.....								26,880	....	4,000						10 0 0	11 3 9	10 0 0	10 0 0	Lamb, Parbury, and Lamb.
Dykeran.....								22,400	....	4,000						10 0 0	10 14 10	10 0 0	10 0 0	Miller and Turnbull.
Kinnoul.....								22,400	....	4,000						10 0 0	10 14 10	10 0 0	10 0 0	Miller and Turnbull.
Anneyberry.....								15,360	640	....						10 4 0	10 5 9	10 4 0	10 4 0	Owens S.
Malmaison.....								24,000	....	4,000						10 0 0	10 1 3	10 0 0	10 0 0	Montefiore, Graham, and Co.
Reserve.....								16,000	640	....						10 0 0	10 1 3	10 0 0	10 0 0	Tooth R.
Oakey Creek.....								19,200	....	4,000						10 0 0	10 0 0	8 13 3	10 0 0	Prior T. L. M.
Cowanga.....								20,000	....	4,000						10 0 0	10 0 0	8 7 9	10 0 0	Freill P. (Estate of)
Eurambah.....								19,200	640	....						10 0 0	10 0 0	8 7 9	10 0 0	Freill P. (Estate of)
Shallow Creek.....								25,600	....	4,000						14 0 1	10 2 0	10 2 0	10 2 0	Ivory F. J.
Clonmell.....								16,000	....	4,000						15 1 6	11 0 0	11 0 0	11 0 0	Ridler R. B.
Upper Yanol.....								20,000	....	4,000						15 1 6	11 0 0	11 0 0	11 0 0	Ridler R. B.
Lower Yanol.....								19,000	....	4,000						15 1 6	11 0 0	11 0 0	11 0 0	Ridler R. B.
Cannindah.....								16,000	640	....						13 11 0	10 0 0	10 0 0	10 0 0	Mackay P.
Boomarang.....								20,000	....	4,000						13 11 0	10 0 0	10 0 0	10 0 0	Cameron A.
Small's Creek.....								16,000	....	4,000						12 7 9	10 0 0	10 0 0	10 0 0	Little J.
Moual.....								15,360	....	4,000						13 11 0	10 0 0	10 0 0	10 0 0	Morhead and Young.
Kilkivau.....								16,000	....	4,000						39 10 0	34 0 0	34 0 0	34 0 0	M'Taggart J. D.
Bullaro.....								16,000	....	4,000						35 0 0	30 0 0	30 0 0	30 0 0	M'Taggart J. D.
Lower Palm Tree Creek, No. 1.....								17,920	....	4,000						10 7 0	11 4 4	10 7 0	10 7 0	Scott J.
Lower Palm Tree Creek, No. 2.....								17,920	....	4,000						10 7 0	11 4 4	10 7 0	10 7 0	Scott J.
Lower Palm Tree Creek, No. 3.....								17,920	....	4,000						10 7 0	11 4 4	10 7 0	10 7 0	Scott J.
Lower Palm Tree Creek, No. 4.....								17,920	....	4,000						10 7 0	11 4 3	10 7 0	10 7 0	Scott J.
Lower Palm Tree Creek, No. 5.....								17,920	....	4,000						10 7 0	11 4 3	10 7 0	10 7 0	Sandeman G.
Lower Palm Tree Creek, No. 6.....								17,920	....	4,000						10 7 0	11 4 3	10 7 0	10 7 0	Sandeman G.
Lower Palm Tree Creek, No. 7.....								17,920	....	4,000						10 7 0	11 4 3	10 7 0	10 7 0	Sandeman G.
Loch Scraig.....								24,000	....	4,000						10 14 0	10 0 0	10 0 0	10 0 0	Miller and Turnbull.
Swampingah.....								16,000	640	....						10 14 0	10 0 0	10 0 0	10 0 0	Bank of New South Wales.
Buckingah.....								16,000	....	4,000						10 12 9	10 0 0	10 0 0	10 0 0	Smith Mary.
Goonaneman.....								20,000	640	....						10 11 9	10 0 0	10 0 0	10 0 0	Corfield H. C.
Stanton Harcourt.....								18,000	640	....						10 11 9	10 0 0	10 0 0	10 0 0	Corfield H. C.
Mungabulloo.....								15,360	640	....						11 12 0	10 0 0	10 0 0	10 0 0	Taylor and Andrew.
Wooroun.....								16,000	....	4,000						10 10 0	10 0 0	10 0 0	10 0 0	Graham D.
Hookingah.....								23,000	....	4,000						10 19 0	10 0 0	10 0 0	10 0 0	Frill P. (Estate of)
Stephenton.....								16,000	....	4,000						10 7 10	10 0 0	10 0 0	10 0 0	Ferriter J. S.
Johnstown.....								16,000	....	4,000						10 7 10	10 0 0	10 0 0	10 0 0	Ferriter J. S.
Upper Coondarra.....								25,000	....	4,000						10 8 0	10 0 0	10 0 0	10 0 0	M'Donald C. C.
Woodbank.....								28,000	....	4,000						20 15 6	20 0 0	20 0 0	20 0 0	Sherwin W.
Drumfin.....								16,000	....	4,000						10 5 0	10 0 0	10 0 0	10 0 0	M'Ivor J. B.
Walooga.....								16,000	....	4,000						40 0 0	40 0 0	40 0 0	40 0 0	Tooth R.
Gobongo.....								16,000	640	....						41 0 0	41 0 0	41 0 0	41 0 0	Mortimer J. and A.
Toomcul.....								16,000	640	....						46 10 0	46 10 0	46 10 0	46 10 0	Mortimer J. and A.
Chullawoorumba.....								16,000	....	4,000						10 1 0	10 1 0	10 1 0	10 1 0	Forster W.
Walla.....								16,000	640	....						10 4 0	10 4 0	10 4 0	10 4 0	Thomson A.
South Mangore.....								16,000	....	4,000						10 0 0	6 15 9	10 0 0	10 0 0	Griffiths and Fanning.
Boolyal.....								16,000	640	....						10 4 0	6 7 0	10 4 0	10 4 0	Thomson A.

Euroka	16,000	640							10	1	0	5	14	6	10	1	0	Palmer H.
Electra	17,000	640							10	0	1	5	12	0	10	0	1	Foster and Blaxland.
Upper Chin Chin	16,000		4,000						10	0	0	5	10	3	10	0	0	Sandeman G.
Lower Chin Chin	16,000		4,000						10	0	0	5	10	3	10	0	0	Sandeman G.
Bompa	12,000	640													13	1	6	Griffiths and Fanning.
Bompa, No. 2	12,000	640													13	1	6	Griffiths and Fanning.
Southleigh	26,880	610													13	1	6	Griffiths and Fanning.
Mondure Back Run	18,000		4,000												12	10	0	O'Connell W. B.
Broadwater	16,000	640													12	10	0	Barker R. L.
Keogum	16,000	640													13	12	0	Taylor and Andrew.
Agnes Vale	15,360	640													12	5	0	Brown T.
North Mondure	16,000		4,000												12	5	0	O'Connell W. B.
Kullogum	16,000	640													12	1	0	Eaton J.
Wyalber	16,000		4,000												12	0	0	Eaton J.
Kinigin	16,000		4,000												12	7	0	Brown A. A.
Toomborough	16,000		4,000												12	7	0	Walsh W. H.
Muyon	16,000	640													12	0	0	Ferriter and Jones.
Cherbury	16,000	640													12	0	0	Ferriter and Jones.
Baramba Ranges	16,000	610													12	0	0	Ferriter and Jones.
Eura	16,000	640													11	18	0	Anderson and Leslie.
South Doongul	16,000	640													11	17	0	Forbes R. S. B.
Back Creek	16,000		4,000												11	16	6	Herbert T.
Caumbroom	16,000		4,000												11	15	8	Tooth W. B.
Cordalba	16,000		4,000												11	15	8	Tooth W. B.
Gungaloon	16,000		4,000												13	10	3	Graham H.
Bingera, No. 1	16,000	640													15	10	0	Marshall R. P.
Bingera, No. 2	15,360	640													11	15	0	Marshall R. P.
Bingera, No. 3	16,000	640													11	15	0	Marshall R. P.
Deep Creek	16,000		4,000												10	19	10	Palmer H.
Yabber	16,000		4,000												10	2	0	Swanson A.
Cowandale	16,000		4,000												10	3	3	Mackenzie D. T.
Manumbar	16,000		4,000												10	3	3	Anderson J. and A.
Kenilworth	22,000	640													10	13	0	Parkinson C. F. D.
North Kenilworth	18,000		4,000												10	13	0	Parkinson C. F. D.
Delgargoin	15,360	640													10	10	0	Strathdee R. and W.
Beelbi	16,000	640													10	10	0	Strathdee R. and W.
Bourgowan	15,360	640													10	10	0	Strathdee R. and W.
Burrum	15,360	640													10	10	0	Strathdee R. and W.
Prazier	16,000		4,000												11	14	9	Sandeman G.
Pinnock's Flat	16,000	640													10	1	0	Forster W.
Gin Gin	16,000	640													10	1	0	Forster W.
Joanborough	16,000	640													7	10	7	Forster W.
Warra	16,000	640													7	10	0	Rankin G.
Talkilheran, No. 1	16,000	640													7	10	0	Rankin G.
Eastwood	16,000		4,000												7	13	9	Wilkin R.
Piercetou	16,000		4,000												7	13	9	Wilkin R.
Rio	16,000		4,000												7	13	9	Clerk E. G.
Westholm	16,000		4,000												7	13	9	Clerk E. G.
Upper Cabbage Tree	16,000	640													7	10	9	Forster W.
Mulwarra	16,000	610													7	10	9	Forster W.
Binyarinhoar	16,000		4,000												8	5	9	Forster W.
Chin Chin	16,000		4,000												7	14	6	Tooth R. and E.
Watalcan	16,000		4,000												7	14	6	Walsh W. H.
Cockadoodle	16,000		4,000												7	10	0	Walsh W. H.
Georgianna	16,000		4,000												7	10	0	Tooth R. and E.
Timbuctoo	16,000		4,000												7	10	0	Tooth R. and E.
Cuthov	16,000		4,000												7	10	0	Tooth R. and E.

RETURN No. 2.—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.							AREA.	ESTIMATED GRAZING CAPABILITIES.		RENT.										NAMES OF LESSEES.
	1850.	1851.	1852.	1853.	1854.	1855.	1856.		1857.	Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.		
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		£ s. d.			£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	
Buccah								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	8 13 3	11 11 0	Tooth R. and E.
Cairncross								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	7 13 9	10 5 0	Brown A. A.
Geetah								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	7 10 0	10 0 0	Clerk E. G.
Lower Doongul								18,000	.....	640	.....	.....	.....	.....	.....	.....	5 0 0	10 0 0	.....	
Talbray								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	7 13 9	10 5 0	Clerk E. G.
Fecundah								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	7 13 9	10 5 0	Wilkin R.
Yio								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	7 13 9	10 5 0	Rankin G.
Ona								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	7 13 9	10 5 0	Wilkin R.
Moogool								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	7 13 9	10 5 0	Rankin G.
Baranban								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	7 10 0	10 0 0	Rankin G.
Woonbah								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	7 10 0	10 0 0	Rankin G.
Wicks, No. 2								16,000	.....	640	.....	.....	.....	.....	.....	.....	10 10 9	14 1 0	Walsh W. H.
Yoric								16,000	.....	640	.....	.....	.....	.....	.....	.....	7 10 0	10 0 0	Rankin G.
Buccacca								16,000	.....	640	.....	.....	.....	.....	.....	.....	7 10 0	10 0 0	Rankin G.
Coobecum								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	5 2 6	10 5 0	Swanson A.
Piar								25,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	7 10 0	Lawson A. and R.
Gallangowan								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	7 10 0	Mortimer J. and A.
Gingar Gingar								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	7 10 0	How, Walker, and Co.
Coocher								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	7 10 0	Strathdee R. and W.
Derriderra								18,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	7 10 0	Strathdee R. and W.
Beeron								17,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	7 10 0	Strathdee R. and W.
Oppinbill								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	7 10 0	Prior T. L. M.
Dalenbra Creek								9,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	7 10 0	Thomas A. C.
Flagstone Creek								8,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	7 10 0	Thomas A. C.
Doctor's Corner								16,000	.....	640	.....	.....	.....	.....	.....	.....	.....	7 10 0	How, Walker, and Co.
TOTAL	72	25	19	42	33	67	11	4,834,400	54,400	762,000	40 0 0	819 0 0	1,037 1 0	1,321 5 0	1,654 1 10	2,480 12 10	2,787 12 6	3,035 17 2			
MARANOA.																					
Malanga								16,000	640	20 0 0	20 0 0	20 0 0	20 0 0	20 0 0	19 12 6	20 0 0	Macale W.	
Ballingarry								16,000	640	11 0 0	11 0 0	11 0 0	11 0 0	11 0 0	8 5 6	11 0 0	Ronch W.	
Yulebar, No. 1								16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 1 0	10 0 0	Rens and Gray.	
Yulebar, No. 2								16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 1 0	10 0 0	Rens and Gray.	
Yulebar, No. 3								16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 1 0	10 0 0	Barlow A.	
Yulebar, No. 4								16,000	4,000	10 0 0	10 0 0	10 0 0	10 0 0	10 0 0	7 1 0	10 0 0	Barlow A.	
Tingin								16,000	4,000	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	6 2 0	10 4 0	Irving C.	
Upper Tingin								16,000	4,000	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	6 2 0	10 4 0	Irving C.	
Wallabella								16,000	4,000	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	6 2 0	10 4 0	Irving C.	
Wallabella North								16,000	4,000	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	6 2 0	10 4 0	Irving C.	
Yenlba								16,000	4,000	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	6 2 0	10 4 0	Irving C.	
Horsetrack Creek								16,000	4,000	10 4 0	10 4 0	10 4 0	10 4 0	10 4 0	6 2 0	10 4 0	Irving C.	
Turin								16,000	640	10 4 0	10 4 0	10 4 0	10 4 0	14 19 6	10 4 0	10 4 0	Hall T. S.	
Tripoli								16,000	640	14 4 0	14 4 0	14 4 0	Irving C.	
Morocco								16,000	640	14 4 0	14 4 0	14 4 0	Irving C.	
Algiers								16,000	640	14 4 0	14 4 0	14 4 0	Irving C.	
Donga								16,000	640	14 4 0	14 4 0	14 4 0	Irving C.	
Colgoon								16,000	640	10 0 0	10 0 0	10 0 0	13 4 3	10 0 0	10 0 0	10 0 0	Hall T. S.	
North Colgoon								16,000	640	10 0 0	10 0 0	Hall T. S.	

Dunga	16,000	640				10 0 0	10 0 0	10 0 0	13 4 3	10 0 0	10 0 0	Hall T. S.
North Dunga	16,000	640				10 0 0	10 0 0	10 0 0	13 4 3	10 0 0	10 0 0	Hall T. S.
Muccadello	16,000	640				10 0 0	10 0 0	10 0 0	13 4 3	10 0 0	10 0 0	Hall T. S.
South Muccadello	16,000	640				10 0 0	10 0 0	10 0 0	13 4 3	10 0 0	10 0 0	Hall T. S.
Yealbon	16,000	640				10 0 0	10 0 0	10 0 0				Hall T. S.
South Yealbon	16,000	640				10 0 0	10 0 0	10 0 0	13 4 3	10 0 0	10 0 0	Hall T. S.
Margool	16,000	640				10 0 0	10 0 0	10 0 0	13 4 3	10 0 0	10 0 0	Hall T. S.
South Margool	16,000	640				10 0 0	10 0 0	10 0 0	13 4 3	10 0 0	10 0 0	Hall T. S.
Yamanunda	16,000	640				10 0 0	10 0 0	10 0 0	13 4 3	10 0 0	10 0 0	Hall T. S.
South Yamanunda	16,000	640				10 0 0	10 0 0	10 0 0	13 4 3	10 0 0	10 0 0	Hall T. S.
Bainbilla	16,000	640				10 0 0	10 0 0	10 0 0	13 4 3	10 0 0	10 0 0	Hall T. S.
North Bainbilla	16,000	640				10 0 0	10 0 0	10 0 0	13 4 3	10 0 0	10 0 0	Hall T. S.
Wallumbulla	16,000	640				10 0 0	10 0 0	10 0 0				Hall T. S.
North Wallumbulla	16,000	640				10 0 0	10 0 0	10 0 0	13 4 3	10 0 0	10 0 0	Hall T. S.
Yambugle	16,000	640				10 0 0	10 0 0	10 0 0				Hall T. S.
North Yambugle	16,000	640				10 0 0	10 0 0	10 0 0	13 4 3	10 0 0	10 0 0	Hall T. S.
Walburon	16,000	640				10 0 0	10 0 0	10 0 0				Hall T. S.
Mogador	16,000	640				10 0 0	10 0 0	10 0 0	13 4 3	10 0 0	10 0 0	Hall T. S.
Yulbar or Horsetrack, No. 4	16,000	640	4,000			10 4 0	10 4 0	10 4 0				Newsham W.
Yandeeboo	24,000	640				10 0 0	10 0 0	10 0 0	12 5 0			Sandeman and Smith.
Talavera South	16,000	640				10 0 0	10 0 0	10 0 0	11 18 6	10 0 0	10 0 0	Bank of New South Wales.
Talavera	16,000	640				10 0 0	10 0 0	10 0 0	10 0 0	11 17 6	10 0 0	Fleming J.
Gunda Gunda	16,000	640				10 0 0	10 0 0	10 0 0	10 0 0	11 17 6	10 0 0	Fleming J.
Bungil	16,000	640				10 0 0	10 0 0	10 0 0	10 0 0	11 17 6	10 0 0	Fleming J.
Bungil North	16,000	640				10 0 0	10 0 0	10 0 0	10 0 0	11 17 6	10 0 0	Fleming J.
Tivoli	16,000	640				10 0 0	10 0 0	10 0 0	10 0 0	11 17 6	10 0 0	Fleming J.
Tivoli South	16,000	640				10 0 0	10 0 0	10 0 0	10 0 0	11 17 6	10 0 0	Fleming J.
Willum Willum	16,000	640				10 0 0	10 0 0	10 0 0	10 0 0	11 17 6	10 0 0	Fleming J.
Wallumbilly	16,000	640				10 0 0	10 0 0	10 0 0	10 0 0	11 17 0	10 0 0	Gordon and Christian.
Bung	16,000	640				10 0 0	10 0 0	10 0 0	10 0 0	11 17 0	10 0 0	Gordon and Christian.
Bungorin Bungorin	16,000	640				10 0 0	10 0 0	10 0 0				Goggs M.
Bungle Major	16,000	640				10 0 0	10 0 0	10 0 0				Goggs M.
Staines	16,000	640	4,000			10 0 0	10 0 0	10 0 0				Goggs M.
Apps Court	4,000		4,000			10 0 0	10 0 0	10 0 0				Ashby A.
Bibble	16,000	640	4,000			10 4 0	10 4 0	10 4 0				Ashby A.
Callitris	16,000	640	4,000			10 4 0	10 4 0	10 4 0				Tom H. and C.
Omedool	16,000	640	4,000			10 4 0	10 4 0	10 4 0				Lang G. S.
Dooladic	16,000	640	4,000			10 4 0	10 4 0	10 4 0				Irving C.
Wallabulla	16,000	640	4,000			10 4 0	10 4 0	10 4 0				Irving C.
Murra Murra	16,000	640	4,000			10 4 0	10 4 0	10 4 0				Hall T. S.
Newinga	16,000	640				14 0 0	14 0 0	14 0 0				Tom H. and C.
Gunda Gunda North	16,000	640				10 0 0	10 0 0	10 0 0	14 4 9	14 0 0	14 0 0	Arndell J.
Cumbutloo	16,000	640				18 0 0	18 0 0	18 0 0	10 0 0	10 3 3	10 0 0	Fleming J.
Boonanga North	16,000	640	4,000			24 2 0	24 2 0	24 2 0	16 1 6	18 0 0	18 0 0	Picton J.
Dinwoodie	16,000	640				10 6 0	10 6 0	10 6 0	24 2 0	18 12 6	24 2 0	Dines R.
Murilla	16,000	640				10 6 0	10 6 0	10 6 0	10 6 0	5 3 6	10 6 0	Bell J. and A.
Coolaba	16,000	640				10 6 0	10 6 0	10 6 0	10 6 0	5 3 6	10 6 0	Bell J. and A.
Wallar	16,000	640				10 6 0	10 6 0	10 6 0	10 6 0	5 3 6	10 6 0	Bell J. and A.
Park	16,000	640				10 6 0	10 6 0	10 6 0	10 6 0	5 3 6	10 6 0	Bell J. and A.
Humbolt	4,000		4,000			10 10 6	10 10 6	10 10 6	5 6 0	10 10 6	10 10 6	Irving C.
Bruce	16,000	640	4,000			10 10 6	10 10 6	10 10 6	5 6 0	10 10 6	10 10 6	Irving C.
Lauder	16,000	640	4,000			10 10 6	10 10 6	10 10 6	5 6 0	10 10 6	10 10 6	Irving C.
Buckhardt	16,000	640	4,000			10 10 6	10 10 6	10 10 6	5 6 0	10 10 6	10 10 6	Irving C.
Yalebone	16,000	640	4,000			11 2 6	11 2 6	11 2 6	5 6 0	10 10 6	10 10 6	Irving C.
Oberina	16,000	640	4,000			11 2 6	11 2 6	11 2 6	5 12 0	11 2 6	11 2 6	Irving C.
Pannonica	16,000	640	4,000			11 2 6	11 2 6	11 2 6	5 12 0	11 2 6	11 2 6	Irving C.
Moullil	16,000	640	4,000			11 2 6	11 2 6	11 2 6	5 12 0	11 2 6	11 2 6	Irving C.
						10 4 0	10 4 0	10 4 0	5 2 0	10 4 0	10 4 0	Mort and Cameron.

BEYOND THE SETTLED DISTRICTS.

RETURN No. 2.—continued.

NAME OF RUN.	TENDERS ACCEPTED IN EACH OF THE UNDERMENTIONED YEARS.							AREA.	ESTIMATED GRAZING CAPABILITIES.		RENT.							NAMES OF LESSEES.					
	1860.	1861.	1862.	1863.	1864.	1865.	1866.		1867.	Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.		1856.	1857.			
									£ s. d.			£ s. d.		£ s. d.	£ s. d.	£ s. d.							
LEICHHARDT.																							
Neimen								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 15 9	10 0 0	Hay J. L. and N. L.
Junction Block								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 15 9	10 0 0	Hay, Holt, and Hay.
Gullandura								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 15 9	10 0 0	Hay, Holt, and Hay.
Cutts								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 15 9	10 0 0	Hay, Holt, and Hay.
Chinbin								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 15 9	10 0 0	Hay, Holt, and Hay.
Lake Block								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 15 9	10 0 0	Hay, Holt, and Hay.
Thuriba								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 15 9	10 0 0	Hay, Holt, and Hay.
Ranncs								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 16 9	10 0 0	Hay, Holt, and Hay.
Lower Rannes								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 15 9	10 0 0	Hay, Holt, and Hay.
The Plain								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 15 9	10 0 0	Hay, Holt, and Hay.
Wood End								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 15 9	10 0 0	Hay, Holt, and Hay.
The Bluff								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 15 9	10 0 0	Hay, Holt, and Hay.
Ulogie								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 15 9	10 0 0	Hay, Holt, and Hay.
Bundalba								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 15 9	10 0 0	Hay, Holt, and Hay.
Bananah								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 14 9	10 0 0	Walker H.
Mundi								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 14 9	10 0 0	Walker H.
Brookfield								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	11 12 0	10 0 0	Walker H.
Moombah								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	8 6 6	11 2 0	Tooth and M'Intosh.
Rio								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	7 10 0	10 0 0	Mackay C. C.
Morenish, No. 1								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	7 10 0	10 0 0	Mackay C. C.
Morenish, No. 2								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	7 10 0	10 0 0	Mackay C. C.
Morenish, No. 3								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	7 10 0	10 0 0	Mackay C. C.
Yarrows								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	8 12 6	11 10 0	Pigott P.
Cashel								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	7 10 0	10 0 0	Pigott P.
Derby								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	7 10 0	10 0 0	Pigott P.
Pernambuco								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	7 15 8	10 7 6	Pigott P.
Ashfield								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	5 0 0	10 0 0	Miller and Turnbull.
Yambone								15,360	.....	640	.....	.....	.....	.....	.....	.....	.....	.....	.....	5 0 0	10 0 0	Miller and Turnbull.
Bundi								15,360	.....	640	.....	.....	.....	.....	.....	.....	.....	.....	.....	5 0 0	10 0 0	King J.
Narran								16,000	.....	640	.....	.....	.....	.....	.....	.....	.....	.....	.....	5 0 0	10 0 0	King J.
Gumbal								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	2 11 3	10 5 0	Dickson J.
Coorada								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	2 11 3	10 5 0	Dickson J.
Tuturin								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	5 0 0	20 0 0	Ross E. S. and J. H.
Cracow								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	5 0 0	20 0 0	Ross E. S. and J. H.
Blackman's Point								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	2 12 8	10 10 6	Dickson J.
Upper Tualka								16,000	.....	4,000	.....	.....	.....	.....	.....	.....	.....	.....	.....	2 15 3	11 1 0	Dickson J.
Lower Tualka								16,000	4,000	8 5 0	8 5 0	Salting S. K.
Buckland								16,000	4,000	8 5 0	8 5 0	Salting S. K.
Buckland Creek								16,000	4,000	8 5 0	8 5 0	Salting S. K.
Inniskillen								16,000	4,000	8 5 0	8 5 0	Salting S. K.
Sandon								16,000	4,000	8 5 0	8 5 0	Salting S. K.
Salvator								16,000	4,000	8 5 0	8 5 0	Salting S. K.
Claude								16,000	4,000	8 5 0	8 5 0	Salting S. K.
Nogoa								16,000	4,000	8 5 0	8 5 0	Salting S. K.
Balmby								16,000	4,000	8 5 0	8 5 0	Salting S. K.
Mantua								16,000	4,000	8 5 0	8 5 0	Salting S. K.
Northampton								16,000	4,000	8 5 0	8 5 0	Salting S. K.
TOTAL						27	20	750,080	.....	1,920	176,000	.....	.....	.....	.....	.....	.....	.....	.....	322 2 10	477 11 0	

CROWN LANDS UNDER LEASE OR LICENSE

RECAPITULATION.

NAME OF DISTRICT.	TENDERS ACCEPTED IN EACH OF THE UNDER-MENTIONED YEARS.									AREA.	ESTIMATED GRAZING CAPABILITIES.		RENT.							
	1848 AND 1849	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.		Cattle.	Sheep.	1850.	1851.	1852.	1853.	1854.	1855.	1856.	1857.
													£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
BLIGH	16	6	4	3	3	13	56	3	..	1,603,000	37,080	178,000	166 17 6	280 17 6	270 5 10	301 11 4	327 11 4	545 5 7	1,088 1 10	1,232 2 10
WELLINGTON	36	12	1	4	..	7	4	33	..	1,480,760	45,710	92,000	466 13 8	591 7 8	472 0 8	505 15 0	491 15 0	649 10 0	559 8 6	946 18 10
LIVERPOOL PLAINS	15	8	3	3	..	3	5	5	..	678,160	18,080	50,500	138 16 8	253 14 2	319 6 2	314 8 6	314 8 6	385 9 0	392 7 9	494 12 6
CLARENCE RIVER	7	3	4	2	1	3	2	..	..	336,820	11,240	20,000	74 0 0	119 0 0	158 8 0	179 8 0	189 8 0	238 4 6	248 15 6	236 8 0
GWYDIR	4	3	3	..	4	5	8	5	..	665,840	14,080	40,000	60 0 0	101 0 0	129 0 0	129 0 0	139 0 0	276 2 0	294 0 9	372 19 6
DARLING DOWNS & MORETON	14	9	31	18	2	1	5	..	..	2,328,000	8,960	240,000	159 8 9	201 2 0	562 10 0	750 6 0	720 11 6	772 4 9	684 7 3	738 7 0
NEW ENGLAND & MACLEAY	3	1	..	1	..	2	2	1	..	166,360	3,200	22,000	30 0 0	40 0 0	40 0 0	50 0 0	40 10 0	62 18 6	96 19 4	102 5 0
LACHLAN	6	7	3	7	2	9	17	14	..	878,980	23,480	113,000	134 10 0	222 10 0	231 10 0	324 16 0	263 14 0	563 15 3	792 14 7	888 11 1
MURRUMBIDGEE	6	20	33	6	1	10	20	1	..	2,695,160	14,240	281,000	30 0 0	425 18 0	1,065 8 6	1,087 12 0	1,055 18 0	1,353 19 9	1,519 15 7	1,697 8 0
MANEROO	1	6	3	4	..	2	3	1	..	206,880	8,320	20,000	14 0 0	102 1 4	98 5 0	163 19 0	133 19 0	193 11 0	302 16 3	325 10 3
LOWER DARLING.....	1	20	14	3	2	1	39	7	..	3,075,360	17,660	244,000	10 4 0	424 16 0	600 12 0	619 12 0	644 12 0	733 11 11	1,084 3 5	1,165 3 11
WIDE BAY & BURNETT.....	5	72	25	19	42	33	67	11	..	4,834,400	54,400	762,000	40 0 0	819 0 0	1,037 1 0	1,321 5 0	1,654 1 10	2,480 12 10	2,787 12 6	3,035 17 2
MARANOA.....	..	12	74	10	3	16	14	1	..	2,214,800	39,040	277,000	.....	132 4 0	926 8 0	1,037 7 0	886 3 0	928 15 3	1,100 19 8	1,198 19 6
ALBERT.....	..	..	..	..	..	23	19	4	..	2,062,060	7,040	137,500	.....	.....	.....	.....	.....	2,622 12 9	3,847 19 3	4,086 17 0
LEICHHARDT.....	..	..	..	..	..	..	27	20	..	750,080	1,920	176,000	.....	.....	.....	.....	.....	.....	322 2 10	477 11 0
GRAND TOTAL.....	114	179	198	80	60	127	288	106	..	23,976,660	304,450	2,653,000	1,324 10 7	3,713 10 8	5,910 15 2	6,734 19 10	6,861 12 2	11,806 8 7	15,117 5 0	16,889 11 7

BEYOND THE SETTLED DISTRICTS.

RETURN shewing the Number of SHEEP AND CATTLE Assessed by the Commissioners in the Unsettled and Intermediate Districts of New South Wales, from 1st January, 1850, to 1st January 1857, and the Amount of Assessment received therefrom at the Treasury.

DISTRICTS.	1850.				1851.				1852.				1856.			
	HORSES.	CATTLE.	SHEEP.	AMOUNT OF ASSESSMENT.	HORSES.	CATTLE.	SHEEP.	AMOUNT OF ASSESSMENT.	HORSES.	CATTLE.	SHEEP.	AMOUNT OF ASSESSMENT.	HORSES.	CATTLE.	SHEEP.	AMOUNT OF ASSESSMENT.
				£ s. d.				£ s. d.				£ s. d.				£ s. d.
1 ALBERT													468	3,407	87,014	237 15 7
2 BLYTH	1,678	55,847	203,476	811 3 1	1,556	61,401	203,099	834 14 2	1,830	70,647	221,084	976 11 3	3,225	110,219	264,860	1,983 12 8
3 CLARENCE	811	45,502	106,415	508 4 3	1,033	66,074	115,214	670 18 8	1,122	66,161	118,412	684 12 5	1,661	112,909	103,691	1,683 4 0
4 DARLING DOWNS	1,333	42,416	636,537	1,389 5 3	1,391	46,372	604,349	1,555 18 9	1,962	47,818	685,652	1,810 5 10	2,748	75,149	1,185,337	3,452 19 0
5 GWYDIR	2,002	112,539	116,133	984 12 4	2,267	108,285	144,207	1,006 3 10	2,387	126,782	160,258	1,134 16 1	1,056	61,011	49,134	2,652 10 3
6 LACHLAN	4,917	141,233	322,933	1,681 15 6	4,435	129,919	348,721	1,598 0 7	4,530	100,707	306,162	1,332 19 2	6,080	126,202	204,101	2,304 4 2
7 LEICHHARDT													400	2,187	248,801	528 1 2
8 LIVERPOOL PLAINS	4,516	139,257	374,227	1,736 4 9	4,667	123,852	328,151	1,533 6 9	4,000	83,719	314,185	1,300 8 10	5,116	117,395	542,463	2,730 12 4
9 LOWER DARLING	251	17,366	34,310	187 19 1	94	4,629	23,600	79 5 6	285	18,276	76,685	295 10 5	679	38,515	100,442	727 14 4
10 M'LEAY	632	16,578	250	117 5 3	950	15,070	200	107 14 7	528	14,525	200	101 11 8	1,067	12,838	180	174 3 9
11 MANEROO	4,018	88,204	318,753	1,207 17 8	3,663	71,714	329,726	1,217 12 0	3,661	63,844	360,785	1,276 1 0	5,299	92,860	438,168	2,183 10 0
12 MARANOA	82	6,443		41 5 11	211	9,481		61 18 3	250	11,319		73 17 5	460	25,436	31,210	412 2 4
13 MORETON	574	16,273	207,801	545 1 5	638	14,442	253,969	621 19 4	357	12,919	102,002	297 14 6	467	25,037	103,905	524 17 1
14 MURRUMBIDGEE	5,046	141,081	831,394	2,703 2 0	5,272	136,777	836,670	2,653 17 2	4,788	106,100	754,889	2,306 19 5	8,596	200,157	552,909	3,874 15 9
15 NEW ENGLAND	4,064	91,721	981,422	2,520 13 8	4,774	93,744	887,437	2,538 3 9	4,963	96,818	879,501	2,606 16 6	6,376	121,204	1,096,539	3,952 9 10
16 PORT CURTIS													5	10	12,947	27 3 1
17 WIDE BAY & BURNETT	622	8,717	398,727	932 0 8	889	18,332	399,781	962 3 2	1,035	17,172	482,603	1,127 13 10	2,251	47,030	787,993	2,187 5 2
18 WELLINGTON	824	74,712	271,427	1,061 13 4	1,799	71,682	264,254	1,040 11 9	1,547	63,226	247,917	961 17 3	2,793	98,217	285,574	1,865 9 10
TOTALS	31,370	997,889	4,706,895	16,428 4 2	33,639	971,677	4,739,393	16,482 8 2	33,545	900,033	4,746,335	16,290 15 7	48,750	1,281,813	6,144,277	31,502 9 11

CROWN LANDS UNDER LEASE OR LICENSE.

NOTE.—There was no Assessment Act in force for the years 1853, 1854, 1855.

HENRY LANE,
Under Secretary.

The Treasury, New South Wales,
7 February, 1859.

1859.

Legislative Assembly.
NEW SOUTH WALES.

WILLIAM SUTHERLAND.

(PETITION RELATIVE TO GRANT OF LAND AT MINTO.)

Ordered by the Legislative Assembly to be Printed, 7 October, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The humble Petition of William Sutherland, of Braidwood, in the said Colony, Gentleman,—

SHEWETH:—

That your Petitioner, in 1832, became the purchaser of the fee-simple of one hundred acres at Minto, Liverpool, granted to one Isaac Knight in 1831, but which your Petitioner found, on attempting to take possession of, was informed that it had been previously granted to him in the year 1810.

That your Petitioner has been for more than twenty years past applying for compensation to the various Governments of New South Wales.

That the justness of Petitioner's claim is acknowledged by the Government, and a sum is placed on the Estimates to afford him compensation, which, however, he considers no sufficient remuneration for the loss he has sustained by being deprived for so many years of the use of his property, and put to heavy expense in prosecuting his right.

Your Petitioner humbly prays your Honorable House will take his case into your consideration, and award him such redress as you deem him entitled to.

And your Petitioner will ever pray, &c.

WM. SUTHERLAND.

Sydney, 4 October, 1859.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

PETITION OF MR. WILLIAM SUTHERLAND.

REPORT FROM THE SELECT COMMITTEE

ON

PETITION OF MR. WILLIAM SUTHERLAND,

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND

APPENDIX.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,

31 *January*, 1860.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER,
PHILLIP-STREET.

1860.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF
THE LEGISLATIVE ASSEMBLY.

VOTES No. 23. FRIDAY, 7 OCTOBER, 1859.

11. Mr. William Sutherland:—Mr. Wilson moved, pursuant to notice,—
 (1.) That the Petition of William Sutherland, presented by him on the 5th instant, be printed, and referred to a Select Committee to report thereon; with power to send for persons and papers.
 (2.) That such Committee consist of Mr. Murray, Mr. Jones, Mr. Douglas, Mr. Laidlaw, Mr. G. Lang, Mr. Pemell, Mr. Parkes, Mr. Laycock, Mr. Gray, and the Mover.
 Question put and passed.
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VOTES No. 52. TUESDAY, 31 JANUARY, 1860.

2. Mr. William Sutherland:—Mr. Wilson, as Chairman, brought up the Report from, and laid upon the Table the Evidence taken before the Select Committee to whom was referred, on the 7th October last, the Petition of Mr. William Sutherland, and moved that the same, together with the Appendix, and Minutes of Proceedings, be printed.
 Question put and passed.
 Ordered to be printed.
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1860.

PETITION OF MR. WILLIAM SUTHERLAND.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly appointed on the 7th October, 1859, "to inquire into and report upon the Petition of William Sutherland, presented to the House during the present Session," have agreed to the following Report:—

Your Committee after examining witnesses whose evidence will be found appended hereto, and perusing various papers relating to the case (obtained from the office of the Secretary for Lands), are decidedly of opinion that the allegations contained in the Petition have been substantiated so as to entitle the Petitioner to compensation from the Government, not only for the original loss sustained by him, but for the great expense to which he has been put by previous Governments not giving his case the consideration it deserved.

Your Committee find from the evidence taken and from the documents alluded to, that Mr. Sutherland in the year 1832 purchased from one Isaac Knight, for the sum of £40, 100 acres of land near Liverpool in the Parish of Minto, bounded by George's River, for which the Government had issued a deed of grant in 1831, to the said I. Knight. On Mr. Sutherland trying to take possession of said land he was resisted by Mr. Throsby, who was in possession—he, Mr. Throsby, having purchased the said land on a deed issued by the Government in 1810 to the same I. Knight.

The reason assigned by former Governments for refusing compensation to Mr. Sutherland was that a fraud had been perpetrated by the said I. Knight. But your Committee are of opinion that this was assumed without the slightest foundation.

Your Committee are of opinion that the Government were to blame, not only for issuing two deeds for the same piece of land, but also for not giving the subject sufficient attention when first brought under their notice.

Your

Your Committee, therefore, taking all the circumstances of the Petitioner's case into consideration, beg to recommend that the sum of £500 be paid to Mr. Sutherland out of the Consolidated Revenue Fund, as compensation for the losses he has sustained by the action of the Government.

The evidence of Mr. Atkinson and others goes to prove that the land at present is valued at from £20 to £25 per acre, but your Committee are of opinion that in awarding compensation they cannot accept this valuation, as your Committee cannot assume that Mr. Sutherland would have retained the land in his possession for such a length of time.

Your Committee, therefore, have thought it better to propose the above award, as there is no principle on which Mr. Sutherland's loss can be accurately calculated.

J. BOWIE WILSON,
Chairman.

*Legislative Assembly Chamber,
Sydney, 31 January, 1860.*

PROCEEDINGS OF THE COMMITTEE.

TUESDAY, 18 OCTOBER, 1859.

MEMBERS PRESENT:—

Mr. Wilson,	|	Mr. Douglas,
Mr. Pemell,	|	Mr. G. Lang,
Mr. Gray,	|	Mr. Laycock.

J. B. Wilson, Esq., called to the Chair.

1. The Clerk, by direction of the Chairman, read the Petition of W. Sutherland, referred to the Committee for consideration and report.

Committee deliberated, and decided on examining the Petitioner and the Under Secretary for Lands.

Committee then adjourned till Friday, the 21st instant, at 10 o'clock.

FRIDAY, 21 OCTOBER, 1859.

The House having adjourned from the 20th to the 25th instant, there was no meeting of the Committee this day.

TUESDAY, 6 DECEMBER, 1859.

MEMBERS PRESENT:—

J. B. Wilson, Esq., in the Chair.

Mr. Laidlaw,	|	Mr. Pemell,
Mr G. Lang,	|	Mr. Parkes.
	Mr. Gray.	

Mr. W. Sutherland called in and examined.

Committee then deliberated and adjourned till Friday, the 9th instant.

FRIDAY, 9 DECEMBER, 1859.

MEMBERS PRESENT:—

J. B. Wilson, Esq., in the Chair.

Mr. G. Lang,	|	Mr. Laidlaw,
	Mr. Gray.	

M. Fitzpatrick, Esq., *Under Secretary for Lands*, examined.

The Witness produced all the papers connected with the case, which were ordered to lie on the Table for the use of the Committee, and after the Report is brought up, to be returned to the Witness.

Motion made and *Question (Mr. Gray)*—That it be an instruction to the Clerk to write to Mr. J. H. Atkinson, requesting that he would be so good as to furnish the Committee with any particulars he may be acquainted with in reference to the land claimed by Mr. W. Sutherland, more particularly as to its present value. (*Carried.*)

Committee then adjourned till the 15th instant.

THURSDAY, 15 DECEMBER, 1859.

MEMBERS PRESENT:—

J. B. Wilson, Esq., in the Chair.

Mr. G. Lang,	|	Mr. Gray,
	Mr. Parkes.	

J. H. Atkinson, Esq., M. P., examined.

The Chairman having produced and read a Draft Report, the Committee proceeded to consider the same in detail.

The Report was verbally amended in various particulars.

Motion made and *Question (Mr. Gray)*—That the further consideration of the Draft Report be postponed till next Meeting. (*Carried.*)

Committee then adjourned till Tuesday, 20th instant.

TUESDAY,

TUESDAY, 20 DECEMBER, 1859.

MEMBERS PRESENT :—

J. B. Wilson, Esq., in the Chair.

Mr. G. Lang,	|	Mr. Parkes,
Mr. Laidlaw,	|	Mr. Pemell,
Mr. Laycock.		

The Chairman brought under the notice of the Committee a communication which had been made to him by the Petitioner, to the effect that Mr. Hosking could give the Committee some information relative to the value of the land in question, and the Committee decided upon calling that gentleman before them to give evidence. Committee adjourned till 23rd instant.

FRIDAY, 23 DECEMBER, 1859.

MEMBERS PRESENT :—

J. B. Wilson, Esq., in the Chair.

Mr. Parkes,	|	Mr. Murray,
Mr. G. Lang,	|	Mr. Gray.

The witness summoned for this day not being in attendance, the Chairman again brought the Draft Report under consideration, which the Committee proceeded to deliberate upon, and the same was verbally amended. At this stage of the proceedings, the witness, J. Hosking, Esq., being in attendance, was called in and examined.

The Committee continued the consideration of the Draft Report, and made further verbal amendments therein.

Motion made and *Question (Mr. Gray)*—That in the opinion of this Committee, the amount of compensation to which Petitioner is entitled is the sum of £500. (*Carried.*)

Motion made and *Question (Mr. Murray)*—That the following paragraph be added to the Draft Report, as read by the Chairman, viz. :—

“The Evidence of Mr. Atkinson and others goes to prove, that the land is at present valued at from £20 to £25 per acre; but your Committee are of opinion, that in awarding compensation they cannot accept this valuation, as your Committee cannot assume that Mr. Sutherland would have retained the land in his possession for such a length of time. Your Committee therefore have thought it better to propose the above award, as there is no principle upon which Mr. Sutherland's loss can be accurately calculated.”

Carried.
And the Report having by the Chairman been read as amended.
Question put—That the Report just read be adopted as the Report of the Committee—*agreed to.*

Chairman ordered to report the same to the House.

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Letter from Under Secretary for Public Lands, informing Petitioner of the amount of compensation the Government were prepared to give	9
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1859.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

PETITION OF WILLIAM SUTHERLAND.

TUESDAY, 6 DECEMBER, 1859.

Present:—

MR. GRAY,	MR. PARKES,
MR. LAIDLAW,	MR. PENELL,
MR. G. LANG,	MR. WILSON.

JOHN BOWIE WILSON, ESQ., IN THE CHAIR.

Mr. William Sutherland called in and examined:—

1. *By the Chairman*: You reside at Braidwood? I do, in the district.
2. You bought some land from one Isaac Knight? I did.
3. In what year? In 1832.
4. Where was this land situated? In Minto.
5. Did you pay him for that land? I did.
6. How much? I think £40.
7. Did you ever get possession of that land? Never.
8. What prevented you? I was prevented by the agent of Mr. Throsby—Dr. Hall.
9. On what grounds? That Mr. Throsby had a prior grant.
10. For the same land? For the same land.
11. Was the description the same in both deeds, are you aware? No, very different.
12. What was the name in your deed? Minto.
13. What was the name in Mr. Throsby's? Blacktown.
14. Was there any doubt as to Minto and Blacktown being one and the same piece of land? I never heard of it; I have asked people for many years acquainted with the neighborhood, who have said they have heard of a Blacktown, but never of it being so called.
15. Did you try to get possession of that land by legal proceedings from Mr. Throsby? Yes; I employed the late Mr. George Robert Nichols for that purpose.
16. He failed to get it for you? I received from him a writ of ejectment, which I served upon Colonel Mackenzie, who then occupied that land as a tenant.
17. You failed to get possession, owing to Mr. Throsby having a prior grant of the same land? Mr. Throsby came to Sydney and saw Mr. Nichols, who after that would not go forward, because, he said, Mr. Throsby's deeds were in England. Mr. Nichols kept my papers for two years.
18. What became of your deed ultimately? I entrusted it to Government, and they have lost it.
19. Did they give you an acknowledgment for it? Yes. The Government had all the documents connected with it—the transfer, and the document from Mr. Nichols shewing that he had been employed, and that Mr. Throsby had represented that two deeds had been issued for the same land; also a document from Mr. Armstrong, shewing that he had surveyed it, and that I had paid for it at the same time. These I sent to the Government to attest that I had a claim upon it.

Mr. William
Sutherland.

6 Dec., 1859.

- Mr. William Sutherland.
- 6 Dec., 1859.
20. Did you ever apply for redress before? I did, to Sir George Gipps first, after I heard that there could be such a thing as two grants issued.
21. Have you applied to the Government more than once—have you kept constantly applying? I have applied to all the Governors but this.
22. And could get no satisfaction? None.
23. On what grounds? That Knight was a swindler, and that I ought to fall back upon him.
24. Have you been to much expense in pursuing your claim upon the Government? I have, to great expense, for twenty-seven years. I was down away from home twice last year, and I have been waiting now ten weeks in Sydney.
25. If there had been only one deed of grant you could eject Mr. Throsby now, of course? I could.
26. Was the farm cleared when you bought it? It was. The clearing gangs had cleared it for Mr. Throsby. These gangs were at that time regularly employed to clear the lands.
27. Who was this Isaac Knight? One of the first fleet that came out—a non-commissioned officer of the Royal Marines. Mr. Gordon—my father-in-law—was in the same position and in the same ship; he was the first man who landed in this Colony and, I think, for thirty years was Government storekeeper here.
28. Was the acknowledgment given by the Government returned to you again? The Government got all my acknowledgments. Sir George Gipps wrote for all my documents, to look into my claim, and never returned them.
29. Was Isaac Knight a pensioner? Yes.
30. Had he any other property in the Colony? He had some grants. At the time of selling the land to me he was an aged man, living on his pension, with Mr. Hassall, on the Cowpastures.
31. What was his age? Between eighty and ninety.
32. Was he infirm? He was a strong-boned healthy man for his age, but quite an aged man.
33. Was he aware of the position of the ground? No. I bought the land before he received the deeds, when he was on the way going to Sydney for them. He and my father-in-law were very intimate, having been shipmates and in the same corps, and he always stopped with him on his way from the Cowpastures to Liverpool.
34. How did you find out where this grant was situated? By a surveyor—Mr. Armstrong—who is still alive.
35. Did Mr. Armstrong re-survey the ground for you? Yes.
36. Did Mr. Throsby interfere? His agent, Dr. Hall, did, by threatening to prosecute.
37. When did Isaac Knight die? I think about four or five years after the sale of the land to me.
38. During these four or five years were you engaged trying to get possession of the land you had bought? Yes.
39. You could not recover from the estate of Isaac Knight? No; he had nothing.
40. What do you suppose was the value of that land? I had it surveyed and valued the other day by Mr. Langley. (*The witness handed in the document. Vide Appendix A.*)
41. How much expense do you estimate you have been at in prosecuting your claim against the Government for this land? I should say not less than £100; it cost me £20 each journey I had to Sydney last year, and I have been here ten weeks this year in order to attend the Committee, the meeting of which was fixed for the day upon which the House adjourned.
42. The Government have acknowledged the justice of your claim? Yes.
43. And you are aware that they put a sum upon the Estimates by way of compensation? I am.
44. You are not satisfied with that? I am not. I desired last year to submit the question to arbitration, or to a Committee, but the Government would not consent.
45. What was said to be the date of Mr. Throsby's grant? 1810.
46. Did Knight ever explain to you the reason why he received the grant from Government in 1832? No; it was in 1831. It was then advertised in the *Gazette* (which will still be found), that there was a grant for Isaac Knight in Minto, and he was called upon to come and receive it. Being in the country, and not receiving the *Gazette*, he never saw this advertisement; but in 1832 he received a letter calling upon him to come down and receive his deed, which letter he received before he had his deed.
47. *By Mr. Gray*: Were the deeds taken out? He took them out himself, and gave them up to me, together with the transfer, which were all registered in the Supreme Court. There is nothing of Mr. Throsby's grant at Minto registered. He has a grant at Blacktown, but mine is at Minto, and they say that the two places were one.
48. *By Mr. Lang*: Was the description of the land in Knight's grant the same as that of the land in Mr. Throsby's? Not at all; the description of the boundaries in the early grant are all wrong, but my description is quite correct. There is one corner called "Tull's Corner" the same in both descriptions, and that is the reason they think they are one grant.
49. *By the Chairman*: Have the Government given any acknowledgment to Mr. Throsby, that that is the original grant of 1810? I am not aware; I have no knowledge.
50. Up to the present time you have been able to get no satisfaction from Government? None whatever. I have here a letter from the Government. (*The witness handed in the same. Vide Appendix B.*)
51. *By Mr. Laidlaw*: Who is in possession of the land now? Mr. Throsby.
52. Did you ever employ any other person than Mr. Nichols? No; I was not in affluent circumstances, and I employed him as a man who, from all accounts, was likely to do justice to a poor man.
53. *By Mr. Lang*: Does Mr. Throsby's grant give him a clear title to the land you claim? He has never produced his deeds. I requested him to do so, and he said he had not them here—that they were in England; that was all the information I could get.

54. It may be, then, that this land was not originally granted to Mr. Throsby? The Government acknowledge that it is. I can give no further information. Mr. William Sutherland.
55. *By Mr. Parkes*: Do you know, of your own knowledge, what land adjacent to this hundred acres has been sold at lately? No. 6 Dec., 1859.
56. You do not, of your own knowledge, know the price obtained for contiguous land? No; but it was always considered to be worth £10 an acre; it is close to Liverpool, has a beautiful river frontage, and is good flat land. The only water on Mr. Throsby's estate of 900 acres is on this 100 acres. Mr. Langley, when he drew out his report, inquired of people resident at Liverpool as to its value.
57. *By Mr. Laidlaw*: Was Knight ever in possession of this land? He was on the way to obtain the deeds, and was stopping at my father-in-law's. He let me have it at my own price. Being an old friend of the family, it was looked upon more as a gift than as a purchase.
58. How much did you pay for it? £40. £5 was the expense of the surveyor.

APPENDIX A.

This is to certify, that I have surveyed and valued 100 acres of land situated in the Parish of Minto, County of Cumberland, in the Colony of New South Wales, originally granted to Mr. I. Knight.

And I further certify, that the said 100 acres of land would cost for clearing, stumping, fencing, and being brought into its present state of cultivation, at least £20 per acre; and I value the land, taking into consideration its frontage to George's River, which is fresh water, and also its proximity to the town of Liverpool, Railway Station, &c., at £30 per acre.

CHAS. E. LANGLEY.

C. E. & Surveyor.

Sydney, corner of Pitt and King Streets,
December 2nd, 1859.

APPENDIX B.

*Department of Land and Public Works,
Sydney, 22 February, 1859.*

Sir,

With reference to my letter of the 18th May last, and other correspondence on the subject of your claim to compensation for pecuniary loss sustained by you as the purchaser, in the year 1832, from one Isaac Knight, of 100 acres of land at Minto, originally granted to him in 1810, but for which a second deed was erroneously issued in the year 1831, I am now directed to inform you that the Government, having had the circumstances connected with the case under their consideration, have caused to be noted on the Supplementary Estimates for next session the sum to which you are considered to be entitled as compensation, that is to say, forty-five pounds as the price (with other expenses) of the land in question, together with 27 years interest, at 5 per cent., computed from the date of your purchase up to the 29th September next, amounting in all to the sum of £105 15s.

I am, &c.,

MICL. FITZPATRICK.

Mr. William Sutherland,
173, Pitt-street, Sydney.

FRIDAY, 9 DECEMBER, 1859.

Present:—

MR. GRAY,
MR. G. LANG,

MR. LAIDLAW,
MR. WILSON.

JOHN BOWIE WILSON, Esq., IN THE CHAIR.

Michael Fitzpatrick, Esq., Under Secretary for Lands, called in and examined:—

59. *By the Chairman*: Our object in requesting your attendance here is to obtain from you certain papers relative to a grant of land at Minto made to Isaac Knight? I produce all the papers in our office on the subject; they appear to be complete. (*The witness handed in the same.*) M. Fitzpatrick Esq.
9 Dec., 1859.

60. Have you any information you could personally give relative to the matter under the consideration of the Committee; as to any reasons that may have induced former Governments to refuse, or to delay, giving compensation to Mr. Sutherland? I can of course inform the Committee the reasons assigned; but my information is not personal, it is derived from the correspondence.

61. Which information can be derived from that? It can be derived from that, but I may act as a sort of index. I can give the Committee a précis or resumé of the case.

62. Perhaps you would be kind enough to do so? I find in all that three deeds have issued for the land in question. The first is dated 20th April, 1809, issued by Colonel Paterson to Richard Wrather; that was under what is known historically in New South Wales as "the

M. Fitzpatrick Esq.
9 Dec., 1859.

"the rebel Government," and, consequently, that deed has never been regarded as having any validity whatever. The second is dated 14th July, 1810, issued by Governor Macquarie to Isaac Knight, in which deed the locality is described as "*the district of Bankstown.*" The third deed is dated 19th October, 1831, issued by Governor Darling, also to Isaac Knight, in which the locality is described as "*the parish of Minto.*" As a matter of fact, the locality is the same, though the name was changed after the issue of the deed of 1810. Sutherland appears to have purchased from Knight on the 3rd October, 1832, for the sum of £40. There is evidence here (*referring to the papers produced*) that he at once attempted to assume the rights of ownership, and was prevented by the person already in occupancy, Mr. Throsby. He then discovered that Mr. Throsby alleged the existence of a previous deed. He had bought under, and had the deed of October, 1831, and he found on proceeding to take possession that Mr. Throsby claimed under a previous deed, which on inquiry was found to exist. Sutherland's first claim to the Government is dated 15th March, 1839, and then the fact of the existence of a second deed was officially reported. The question was laid before the then Governor, Sir George Gipps, who ruled that Sutherland had no claim on the Crown—that it was a case of fraud on the part of the grantee. I might here mention that in this Colony cases had been numerous in which two deeds have issued for the same land, but that has always been to two different grantees by mistake; this is the only case I know in which two deeds for the same land have been issued to the same grantee.

63. Are you aware of any proof of fraud on the part of Knight? No further than that suggested by the fact that Knight being the holder of both deeds of grant sold them to two different persons.

64. *By Mr. Laidlaw*: Had he sold to Mr. Throsby? He had sold his grant and delivered it to Mr. Throsby, that is under the deed of 1810, and he had sold and delivered his right, if he had any, under the deed of 1831, to Mr. Sutherland. I believe the case is peculiarly clear as to the facts; all the allegations are borne out. As in some degree rebutting the charge of fraud, it is right I should mention that it is here stated that Knight had more than one grant given to him; that it was the practice of the Colony at that early period to give more than one grant to persons; that in the deed issued in 1831 it is recited that that grant is in satisfaction of a promise made on a date subsequent to the deed of 1810 (I am now throwing out of regard the deed issued by Colonel Paterson)—and therefore there was on the face of it much that would mislead—certainly mislead a purchaser, even though he had been aware of the existence of the former deed for land nominally in a different locality. The history of the case may be almost concluded here; Sir George Gipps would not entertain the case; Sutherland applied a second and third time, but Sir G. Gipps declined to interfere. When a new Governor arrived, Sutherland repeated his claim; a history of the case was laid before Sir Charles Fitz Roy, who put this minute upon it,—“This matter having been decided upon by my predecessor, and having myself given it full consideration, I must decline to interfere.” After the advent of Responsible Government in April, 1856, Mr. Sutherland renewed his claim, and the then Minister for Lands, Mr. Robertson, examined into the history of the case, and he put this minute upon the letter addressed to him by Mr. Sutherland,—“I see no reason to object to the course taken in the papers above alluded to, and think it unnecessary again to open the matter.” Then Mr. Sutherland appealed again, and the only new circumstance that came out at that time was one to which I invited the attention of the Minister. I had heard then, personally, for the first time, either from Mr. Sutherland or from Dr. Aldcorn, of the existence of a third deed, and I find this note by me on the history of the case,—“The existence of the third deed for the land issued by the rebel Government in no way affects Sutherland's position. But the statement now made for the first time—that the deed of 1831 purports to be in satisfaction of a promise made in 1811, that is of subsequent date to the first valid deed (Governor Macquarie's) certainly appears to me to be entitled to some consideration.” On that fact the Minister seems to have qualified his opinion, and the case was entertained so far as to take legal opinion as to the position in which Sutherland now stood. In the opinion given by Mr. Martin, the then Attorney General, he says—“If Sutherland had the means of ascertaining, by searching in the Registry Office, that the land had been already conveyed away by the grantee, I do not think that the Government are called upon to help him. I presume Throsby's conveyance was registered, and a reference to that registry would have immediately put Sutherland on inquiry.” I sent that to the Crown Solicitor, who reported that the registration was duly recorded there.

65. Previously to the transfer to Sutherland? Yes, from Knight to Throsby. It is Knight in each case who received the deeds. He transferred the grant of 1810 to Throsby, and the grant of 1831 to Sutherland. Sutherland appealed still further, and got an unsatisfactory answer. There was then a further appeal and a second reference to the Crown Lawyers. The following opinion was given by Mr. Dalley:—“I have bestowed considerable time and care upon this case, which is a very remarkable one, and surrounded with many difficulties, principally arising from the imperfect nature of the information furnished to this office. The single circumstance, however, with which the Government has to deal, is this,—Was Sutherland prejudiced originally by any course adopted by former Governments? If he was he is entitled to compensation. I cannot agree with the opinion expressed by Sir George Gipps, to the effect that the case was simply one of fraud on the part of Knight. The case seems to me to be clearly one of mistake on the part of the Government. If Knight were, as I perceive by Dr. Aldcorn's Minute of 11th June, 1858, he is alleged to have been, an illiterate person, he might have made his second sale with perfect *bona fides*, under the impression that he was possessed of a second and distinct property. He takes out the grant of 100 acres either in 1810 or 1811, and in 1831 he receives a notice to come in and take out a grant for 100 acres, which turns out to be a second grant.”

“grant of the former property, though each designates the place differently; but I can find nothing which establishes in any way a case of fraud against Knight. I can only see a case of gross negligence on the part of former Governments—negligence so complete that, although Sutherland took every precaution in effecting his purchase from Knight, by the employment of a legal adviser and a surveyor, it was impossible to ascertain the fact of a prior grant. In my opinion Sutherland has established his claim to compensation. I am aware this opinion is opposed to that of a former law adviser of the Crown, but I can hardly think that he bestowed upon the matter that consideration which its importance, as an act of reparation on the part of the Government, deserves.” Then this matter was taken again into the consideration of the Cabinet, which arrived at the determination to pay Sutherland what he had paid for the land, together with interest, computed at five per cent., from the date of purchase. Mr. Robertson gave me this instruction,—“Place on Supplementary Estimate for 1859 £45, with 5 per cent. interest per annum added.” The computation was made of twenty-seven years interest, up to the 29th September, 1859, for £45—equal to £60 15s, which, added to the principal, makes £105 15s., and I think £106 was put upon the Estimates. There was, however, a mistake made in the amount. The purchase money was £40, and not £45. There the history of the case, so far as the Government are concerned, ends. They intended to compensate Sutherland by giving him the price of the land, with interest at five per cent. added.

M. Fitzpatrick
Esq.
9 Dec., 1859.

66. With regard to the opinion of Mr. Martin as to the registration of that original grant, do you think Sutherland could have had any means of discovering that Bankstown, under which name it would have been registered, was the same piece of land as that granted to him under the name of Minto? He had the means—it was quite possible; but it is quite clear to me that he might have been misled, and any professional man whom he might have employed might have been equally misled, unless he were well versed in the history of the Colony; in that case he might have known that Bankstown and Minto were identical, but an ordinary attorney would not. I may mention that Sir George Gipps, while refusing to entertain Sutherland's claim for compensation, proffered to return him the money paid for quit rents, which were quite trifling, of course.

THURSDAY, 15 DECEMBER, 1859.

Present:—

Mr. GRAY, | Mr. LANG,
Mr. WILSON.

JOHN BOWIE WILSON, Esq., IN THE CHAIR.

James Henry Atkinson, Esq., M.P., examined:—

67. *By the Chairman:* The Committee are desirous to ascertain the present value of a J.H. Atkinson hundred acres of land situate at Glenfield, and bounded by George's River, now the property of Mr. Throsby; it is the land on a portion of which his house is built? I was there yesterday, and refreshed my memory as to the land, and, judging from the rate at which land has been selling lately, I should value it at £25 an acre. J.H. Atkinson
Esq., M.P.
15 Dec., 1859.

68. *By Mr. Gray:* What reason have you to conclude it is of that value? Some land of my own adjoining it has been sold lately—land of a similar character.

69. *By the Chairman:* Was it sold by auction or by private sale? It was sold through an auctioneer, privately. The site of the residence is very beautiful, and the land is therefore more valuable there; the land in the flat is of an alluvial character.

FRIDAY, 23 DECEMBER, 1859.

Present:—

Mr. GRAY, | Mr. MURRAY,
Mr. PARKES.

JOHN BOWIE WILSON, Esq., IN THE CHAIR.

John Hosking, Esq., called in and examined:—

70. *By the Chairman:* You have been requested to attend here with the view of giving the Committee some information respecting the value of a piece of land, bought by William Sutherland from Isaac Knight, in the parish of Minto, near Liverpool, in the year 1832; do you know anything of that purchase having been made? I recollect a grant of 100 acres of land to Knight some twenty-five years ago; I do not recollect the precise locality, although I know it is not very far from Macquarie Fields. I had something to do with getting the man his grant—he was an old pensioner. I do not recollect whether any grant was issued, or what Knight did with it farther than this, that he told me he had sold it to Mr. Throsby, to the best of my recollection.

J. Hosking.
Esq.
23 Dec., 1859.

- J. Hosking, Esq.
23 Dec., 1859.
71. *By Mr. Parkes*: Do you recollect a person of the name of Sutherland, in connection with this land? I do not, in connection with this land; but a person called upon me a short time since, and brought the circumstances connected with the land to my recollection.
72. Do you recollect having offered to purchase the land? I have no recollection of that, but the person who called upon me, asked me that question.
73. *By Mr. Murray*: Can you give us some information as to the value of land in that locality? I do not know what part of the estate it was—the estate adjoins Macquarie Fields.
74. Take the average of the district? The railway paid me, I think, £25 an acre, for passing through Macquarie Fields, taking good and bad land. I fancy that would be about the value of land of fair average quality.
75. *By the Chairman*: It is described in the deed as bounded by George's River? (*The Chairman read the description.*) I should say that would probably be the best part of it; but that varies, in some parts it is sandy. I should think from £20 to £25.
76. *By Mr. Parkes*: You do not recollect making an offer to purchase the land? No, I do not; but I recollect Knight telling me he had disposed of it to Mr. Throsby, because, about that time, I got possession of Macquarie Fields, and I thought, if it were anywhere near there, I might have got possession of it myself. Since the man called upon me, I have an indistinct recollection of a grant having been issued in my own name; but I never heard of it further, and never got the grant; where I obtained the information, I do not know, but for years it was upon my mind that Mr. Throsby had called upon me for a conveyance. But these are merely afterthoughts, which have arisen upon considering the matter.
77. *By the Chairman*: From what you knew of Knight's character, do you think he was likely to have perpetrated a fraud upon the Government? I think it most unlikely; he was a most straightforward, honest, honorable man. I knew him for many years, and took a great deal of interest in him. At one time he held a good deal of property in the Colony. He was quite above anything of that sort; I am confident he would not be guilty of any attempt at fraud. Whatever may have occurred—if it have that complexion—I am sure it was not wilful on his part.
78. At the time you speak of, 1832, was he a very old man? Yes, he was an old man—upwards of seventy I imagine.
79. *By Mr. Gray*: Could you give any idea what a hundred acres situated there might have been worth at the time this land was sold by Knight to Throsby? Knight selected it, and it was open to selection at that time at five shillings an acre—the upset price. To a person like Mr. Throsby it would be worth more than to one who purchased it on speculation. Upon reflection I think the five shillings an acre system commenced after the time I speak of.
80. *By the Chairman*: We have it in evidence that this land was cleared by Government gangs before it was granted; would that enhance its value? It would certainly, but I never heard of that circumstance.

1859.

Legislative Assembly.

NEW SOUTH WALES.

REVENUE FROM LAND SALES.

(AMOUNT OF, SINCE ESTABLISHMENT OF RESPONSIBLE GOVERNMENT.)

Ordered by the Legislative Assembly to be Printed, 30 November, 1859.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 23 September, 1859, that there be laid upon the Table of this House,—

“ (1.) A Return shewing the total amount of Revenue that
 “ has been obtained from the sale of Public Lands, from the
 “ first establishment of Responsible Government to June 30th,
 “ 1859, distinguishing, as nearly as can be done, the number
 “ of acres sold, the average value of the land, and the total
 “ amount realised in the Western, Northern, and Southern
 “ Districts, respectively.

“ (2.) The number of acres sold, and amount derived from lands
 “ purchased under pre-emptive right, in the Intermediate and
 “ Unsettled Districts respectively.

“ (3.) The number of lots and of acres offered for sale by auction,
 “ and not sold, during same period, and now open for selection
 “ at the upset price.”

(Mr. Clements.)

REVENUE FROM LAND SALES.

RETURN shewing the total amount of Revenue received from the sale of Crown Lands in the Northern, Western, and Southern Districts, respectively; together with the area, and average price per acre, from the establishment of Responsible Government to the 30th June, 1859.

DISTRICTS.	QUANTITY.			AMOUNT.			AVERAGE PRICE PER ACRE.		
	A.	R.	P.	£	s.	d.	£	s.	d.
Northern	145,951	3	34	287,673	8	10	1	19	7
Western	159,968	1	18	227,122	1	5	1	8	5
Southern	84,271	3	36	121,173	10	9	1	8	9
Totals... ..	390,192	1	8	635,969	1	0	1	12	4

*Surveyor General's Office,
Sydney, 14 November, 1859.*

A. G. McLEAN,
Assistant Surveyor General.

RETURN shewing the total amount of Revenue received from the sale of Crown Lands, under pre-emptive right, in the Unsettled and Intermediate Districts, respectively; together with the area, and average price per acre, from the establishment of Responsible Government to the 30th June, 1859.

DISTRICTS.	QUANTITY.			AMOUNT.			AVERAGE PRICE PER ACRE.		
	A.	R.	P.	£	s.	d.	£	s.	d.
Unsettled	106,000	2	25	108,456	7	3	1	0	6
Intermediate	72,812	2	0	74,801	7	8	1	0	8
Totals... ..	178,813	0	25	183,257	14	11	1	0	7

*Surveyor General's Office,
Sydney, 14 November, 1859.*

RETURN shewing the total number of Lots and area of Crown Lands offered for sale by auction, from the establishment of Responsible Government to the 30th June, 1859, and which are now open to selection at the upset price.

No. of Lots.	Acres.
3,175	172,773

*Surveyor General's Office,
Sydney, 14 November, 1859.*

1859.

—
Legislative Assembly.
NEW SOUTH WALES.

—
RELIGIOUS ENDOWMENTS.
 (FURTHER RETURN RELATIVE TO.)

—
Ordered by the Legislative Assembly to be Printed, 13 December, 1859.

FURTHER RETURN to two *Addresses* of the Honorable the Legislative Assembly of New South Wales, dated 21 December, 1858, and 8 February, 1859, respectively, praying, That His Excellency the Governor General would be pleased to cause to be laid upon the Table of this House,—

“ A Return shewing the number of Acres gratuitously granted
 “ by the Crown at any time to the several Religious Denomi-
 “ nations in aid of either Churches or Schools—specifying in
 “ tables under the head of each of such denominations respectively
 “ —the number of acres so granted to each—and in each case,
 “ to what person or persons the legal interest was conveyed—
 “ the ostensible purpose or purposes of the grant—the date
 “ when possession was given—the locality in which such lands
 “ are situated—the probable present value thereof—and by
 “ whom they are at present occupied.”

Also,

“ (1.) A List of all properties in Land belonging to the several
 “ Religious Bodies in this Colony obtained from the Crown by
 “ grant or otherwise.
 “ (2.) A List of Lands originally intended for Glebes—stating
 “ the use to which they are now applied—the income derived
 “ therefrom, and for whose benefit.
 “ (3.) An account of Sales or other disposition of those
 “ Lands originally intended for the Bishop’s maintenance, now
 “ known as Bishopthorpe, near the Sydney University,—the
 “ quantity still unsold—and the income derivable from the
 “ whole of the said property under the Act of Council, passed
 “ in November, 1855.”

RELIGIOUS ENDOWMENTS.

A RETURN shewing the Number of Acres Granted by the CROWN to the several Religious Denominations in Aid of Churches, Schools, &c., specifying under the Head of each Denomination the number of Acres so granted—to what person or persons the legal interest was conveyed—the ostensible purpose or purposes of the Grant—the date of the Grant and when possession was given—the locality in which such Lands are situated—the probable present value thereof—and by whom the Land is at present occupied.

NOTE.—The information required in the last two columns, as far as it has been introduced, was furnished by the Heads of the Denominations represented. This Office does not possess means of supplying the still existing deficiencies in these Columns, for although as regards the former some approximation might be arrived at, it would be of necessity so loose as to be practically without value or reliance.
Surveyor General's Office,
6 September, 1853.

SITUATION OR LOCALITY.		FOR WHAT PURPOSE GRANTED.	AREA.	TO WHAT PERSON OR PERSONS THE LEGAL INTEREST WAS CONVEYED.	DATE OF GRANT.	DATE OF POSSESSION.	PRESENT PROBABLE VALUE.	PRESENT OCCUPANTS.	
CHURCH OF ENGLAND.			a. r. p.						
Sydney.	St. James'	Church	0 1 19	Bishop of Australia, Alexander McLeay, Richard Jones, William Macpherson, and John Lamb, Esquires	19 June, 1843	30 Jan., 1843	Cannot be ascertained	Cannot be ascertained.	
		Residence	0 0 24		14 June, 1845	18 Feb., 1845			
		Glebe	40 3 5		3 Sep., 1842 & 27 May, 1841 & 22 Feb., 1859	11 July, 1842			
	St. Philip's	School	0 2 24½	The Bishop of Australia, Sole Trustee	14 June, 1845	18 Feb., 1845			
		Church	0 2 30½		John Campbell, G. K. Ingelow, and J. A. Mathews, Esq.	11 Feb., 1858			6 Apr., 1843
		Residence	0 1 36		The Bishop of Australia, Sole Trustee	27 Oct., 1857			2 Nov., 1855
	Holy Trinity	School	0 1 36½	The Bishop, J. Campbell, E. Haslingden, F. Mitchell, and Rev. W. Cowper	18 June, 1842 & 26 Mar., 1850	16 May, 1848			
		Glebe	32 3 19		The Bishop, J. Campbell, and Francis Mitchell, Esquires	13 Sep., 1842			11 June, 1842
		Church	0 1 4		The Bishop of Australia, for the time being, Sole Trustee	25 June, 1856			6 Oct., 1845
	St. Lawrence	School	0 0 31	The Bishop, W. H. Kerr, P. De Mestre, J. Betts, & M. Metcalfe, Esqrs.	9 May, 1842	3 Sep., 1838			
		Church	0 2 25		9 May, 1842	10 Oct., 1836			
		Residence	0 1 25½		The Bishop (as Sole Trustee for part) W. H. Kerr, and Michael Metcalfe, Esqrs.	26 June, 1846 & 14 Jan., 1848			3 Sep., 1838
	Surry Hills	Burial Ground	3 3 23½	Henry Lumsdaine, F. C. Ede, and Geo. Hy. Rowley	27 Oct., 1855	19 July, 1855			
		School	0 2 9½		28 Aug., 1857	16 May, 1848			
		Church	1 0 0		The Bishop of Sydney and his Successors	28 Oct., 1857			26 July, 1838
	Chippendale	Church	0 2 0	Ditto ditto ditto	15 Jan., 1856	Jan., 1837			
		School	0 2 0		T. Walker, J. Milsom, C. Younger, C. Martens, & J. T. Armitage, Esqrs.	9 Nov., 1846			31 Dec., 1844
		Church	1 0 0		J. B. Holdsworth, S. H. Pearce, and S. Hebblewhite, Esqrs.	30 Apr., 1858			27 June 1856
	Darlinghurst	Residence	0 2 0	Rev. W. M ^c Q. Cowper, J. W. Wood, and E. A. Smith, Esqrs.	22 May, 1858	20 Oct., 1847			
		School	0 2 0		The Bishop of Sydney, Sole Trustee	27 Mar., 1850			26 May, 1849
Church		1 0 0	Ditto ditto		14 Jan., 1848	5 Nov., 1847			
St. Andrew's	Church	1 0 6	Ditto ditto	14 Jan., 1848	5 Nov., 1847				
	Residence	0 2 0	Ditto ditto	3 June, 1857	11 June, 1842				
	School	0 2 0	T. W. Smith, T. S. Mort, J. Croft, R. Tooth, and J. Morton, Esqrs.	9 July, 1846	6 May, 1846				
St. Leonard's	Church	1 0 0	The Bishop of Australia and his Successors	9 July, 1846	6 May, 1846				
	Residence	0 2 0	The Bishop of Australia, for the time being	19 Oct., 1843	30 June, 1843				
	School	0 2 0							
Randwick	Church	1 0 0							
	Residence	0 2 0							
	School	0 2 0							
Petersham	Church	1 0 0							
	Residence	0 2 0							
	School	0 2 0							
Woolloomooloo	Church	0 1 14½							
	School	0 1 14½							
	School	0 2 0							
Camperdown	School	0 2 0							
	School	0 2 0							
	Burial Ground	0 2 0							
Ditto	Burial Ground	0 2 0							
	Glebe	40 0 0							
	Bishop's Maintenance	40 0 0							
Green Oaks, Darling Point	Bishop's Maintenance	40 0 0							
	Glebe	40 0 0							
	Burial Ground	0 2 0							
Bishopthorpe, Petersham	Burial Ground	0 2 0							
	Glebe	40 0 0							
	Burial Ground	0 2 0							
Aberdeen	Burial Ground	0 2 0							
	Glebe	40 0 0							
	Burial Ground	0 2 0							

Appin	Church	2	2	0	The Bishop of Australia for the time being	10 Nov., 1842	9 May, 1834	} Cannot be ascertained	
	Burial Ground	4	3	34		13 Jan., 1843	9 May, 1834		
	Glebe	40	0	0		9 May, 1842	19 Sep., 1831		
	School	2	2	0		10 Nov., 1842	9 May, 1834		
Armidale	Church & Residence	1	2	0	J. Garland, P. Elliot, F. Rawdon Hume, Esquires, and the Rev. H. D. Sparling	11 May, 1847	1 June, 1846	} Cannot be ascertained	
	Burial Ground	1	0	0		M. C. O'Connell, the Younger, G. J. Macdonald, and G. Elliot, Esqrs. S. North, J. N. Oxley, J. J. Higgins, H. M. Oxley, & W. J. Cordeaux, Esquires	27 Jan., 1847		20 Feb., 1846
Berrima	Glebe	40	0	0	Bishop of Australia, Sole Trustee	13 Jan., 1843	17 Dec., 1831	} Cannot be ascertained	
	Church and Burial Ground	1	0	20		C. Throsby, H. Badgery, W. Bowman, G. M. C. Bowman, Esqrs., Rev. G. Vidal	10 Nov., 1842		22 Feb., 1837
Bong Bong, or Sutton Forest	Church	1	0	0	J. B. Richards, T. D. Syer, T. J. Hawkins, F. Lord, and W. R. Tress, Esquires	30 Jan., 1846	19 Aug., 1844	} Cannot be ascertained	
	Burial Ground	1	0	0		Ditto ditto	3 July, 1844		30 Nov., 1843
Bathurst	School	0	2	0	Francis Lord, J. S. Rodd, Esqrs., and Rev. T. Sharpe	9 Nov., 1846	6 Jan., 1846	} Cannot be ascertained	
	Burial Ground	1	0	0		23 Apr., 1844	6 Dec., 1843		
	Church	1	0	0		The Bishop of Australia, Thomas Bell, Thomas Cowper, and Andrew Badgery, Esqrs.	25 June, 1846		25 Aug., 1845
Braidwood	Residence	0	2	0	The Bishop of Australia, Sole Trustee	10 July, 1846	12 Jan., 1836	} Cannot be ascertained	
	School	0	2	0		9 May, 1842	June, 1829		
Bungonia	Glebe	40	0	0	J. Single, A. Fraser, J. Hosking, and J. Smith, Esqrs.	19 Sep., 1842	10 May, 1831	} Cannot be ascertained	
	Church	1	0	0		4 Nov., 1842	10 May, 1831		
Castlereagh	School	0	3	13	The Bishop of Australia, F. Allman, and R. Jenkins, Esqrs.	30 Jan., 1843	12 July, 1842	} Cannot be ascertained	
	Glebe	40	0	0		T. Bray, J. Edrop, and J. Rowley, Esqrs.	26 May, 1843		31 May, 1842
	Church	2	2	21		W. Lawson, J. S. Rodd, W. F. Jones, T. Icely, & T. B. Naylor, Esqrs.	11 May, 1847		1 Dec., 1841
Campbelltown	School	3	0	16½	The Bishop of Australia, Sole Trustee	9 May, 1842	4 June, 1835	} Cannot be ascertained	
	Burial Ground	2	2	27		9 May, 1842	20 Dec., 1837		
Concord	Residence	15	3	0	Bishop of Australia, Sole Trustee	9 May, 1842	17 June, 1837	} Cannot be ascertained	
	School	0	2	0		9 May, 1842	30 May, 1832		
Carcoar	Church	1	0	0	F. N. Rossi, J. F. Macarthur, W. Bradley, and W. Shelley, Esqrs.	9 May, 1842	19 June, 1843	} Cannot be ascertained	
	Glebe	40	0	0		The Bishop of Newcastle, Sole Trustee	1 Dec., 1851		14 May, 1851
Cobbity	Church	3	2	0	G. Blaxland, R. King, R. L. Jenkins, J. Arndell, & C. M. Doyle, Esqrs.	23 Apr., 1844	27 Apr., 1840	} Cannot be ascertained	
	Burial Ground	1	0	0		The Bishop of Australia, Sole Trustee	30 May, 1844		19 Oct., 1842
Castle Hill	Glebe	40	0	0	Ditto Rev. C. Woodward, and John Street, Esq. Ditto Sole Trustee	16 June, 1842	12 Apr., 1833	} Cannot be ascertained	
	Church	1	0	25		3 July, 1844	30 Oct., 1843		
Goulburn	Residence	0	3	20	The Bishop of Australia, T. V. Bloomfield, J. J. Moore, R. Sadlier, and G. Thomson, Esqrs.	9 May, 1842	29 June, 1829	} Cannot be ascertained	
	School	0	3	20		9 May, 1842	29 June, 1829		
Grafton, North	Church	1	0	0	The Bishop of Australia, Rev. J. Cross, A. C. Innes, W. N. Gray, and W. H. Geary, Esqrs.	13 Sep., 1842	29 June, 1829	} Cannot be ascertained	
	Residence	0	2	0		19 Sep., 1842	29 Aug., 1831		
Jerry's Plains	School	0	2	0	The Bishop of Australia, Sole Trustee	30 Jan., 1843	29 June, 1829	} Cannot be ascertained	
	Church	1	0	0		9 May, 1842	28 Feb., 1833		
Kiama	Residence	0	2	0	The Bishop of Australia, Sole Trustee	9 May, 1842	June, 1829	} Cannot be ascertained	
	School	0	2	0		D. Forbes, D. C. F. Scott, H. Nowland, and F. Allman, Esqrs.	19 Oct., 1843		23 Sep., 1842
Kelso	School-house	2	0	20	The Bishop of Australia, Sole Trustee	27 Dec., 1815	23 Sep., 1842	} Cannot be ascertained	
	Ditto	2	0	20		Ditto			
Liverpool	Church	2	1	4	The Bishop of Australia, Sole Trustee			} Cannot be ascertained	
	Residence	2	0	30					
Macquarie	School	5	1	23	The Bishop of Australia, Sole Trustee			} Cannot be ascertained	
	Glebe	40	0	0					
Macdonald River	Burial Ground	3	0	6	The Bishop of Australia, Sole Trustee			} Cannot be ascertained	
	Glebe	40	0	0					
Muswellbrook	Church	1	2	28	The Bishop of Australia, Sole Trustee			} Cannot be ascertained	
	Church	1	0	0					

RETURN, &c.—Continued.

SITUATION OR LOCALITY.	FOR WHAT PURPOSE GRANTED.	AREA.	TO WHAT PERSON OR PERSONS THE LEGAL INTEREST WAS CONVEYED.	DATE OF GRANT.	DATE OF POSSESSION.	PRESENT PROBABLE VALUE.	PRESENT OCCUPANTS.
CHURCH OF ENGLAND—Continued,		a. r. p.					
Mudgee	Church, School, and Parsonage	2 2 0	The Bishop of Australia, George Cox, & Nelson Simmons Lawson, Esquires	19 Oct., 1843	4 July, 1839	} Cannot be ascertained	} Cannot be ascertained.
Murrurundi	Church	1 0 0	The Bishop of Newcastle, Sole Trustee	8 Apr., 1850	31 Aug., 1849		
	Residence	0 2 0					
Maitland, East	School	0 2 0	Rev. G. K. Rusden, E. Turner, and E. C. Close, Esqrs.	9 May, 1842	26 Oct., 1838		
	Glebe	40 0 0					
	Burial Ground	1 3 0					
Newcastle	School	1 0 0	E. C. Close, G. Hobler, and J. Kingsmill, Esqrs.	18 May, 1843	21 July, 1841		
	Glebe	35 0 0					
	Church	1 2 31					
	School	0 0 24					
Parramatta	Burial Ground	1 3 6	The Bishop of Newcastle, Rev. C. N. P. Wilton, A. W. Scott, S. Kemp, and G. Tully, Esqrs.	15 Feb., 1859	4 Apr., 1836		
	Glebe	40 0 3					
	Church	0 1 27					
	Church	1 2 18					
Prospect	Burial Ground	3 1 29	The Bishop of Australia, Sole Trustee	1 May, 1849	29 June, 1829		
	Church	1 0 0					
	Residence and School	1 0 0					
Portland Head, Upper	Burial Ground	2 0 0	F. Watkins, E. L. Rowling, and A. L. M'Dougal, Esqrs.	22 Dec., 1857	29 June, 1829		
	Church	1 0 0					
Queanbeyan	Residence	0 2 0	W. Lawson, N. S. Lawson, and Robert Crawford, Esqrs.	19 Sep., 1842	Nov., 1837		
	School	0 2 0					
Raymond Terrace	Church	2 0 4	S. Tuckerman, C. and J. J. Vickery, and T. Dunstan, Esqrs.	11 Nov., 1818	29 June, 1829		
	Residence	1 0 2					
	School	1 0 2					
	Burial Ground	3 0 16½					
Richmond	Church	5 1 2	N. S. Powell, A. T. Faunce, and J. Weston, Esqrs.	19 Oct., 1843	29 Aug., 1842		
	Church	0 2 0					
	Residence	13 2 0					
Scone	Church & Parsonage	1 2 0	The Bishop of Australia, Sole Trustee	9 May, 1842	30 Sep., 1840		
	Glebe	40 0 0					
Sutton Forest	Church	0 2 20	The Bishop of Australia, Sole Trustee	18 June, 1842	29 June, 1829		
	Residence & School-house	8 1 0					
Wiseman's	Burial Ground	1 0 0	H. T. Stiles, T. Bell, W. Cox, and W. Bowman, Esqrs.	19 June, 1843	29 June, 1829		
	Church	2 0 0					
Wollongong	Glebe	40 0 0	The Bishop of Australia, J. and H. Osborne, C. M. Westmacott, and the Rev. M. D. Meares	9 May, 1842	19 Nov., 1833		
	Church, School, Glebe and Parsonage	50 0 0					
Wittingham	Church, School, Glebe and Parsonage	50 0 0	The Bishop of Australia, Sole Trustee	30 July, 1842	29 Aug., 1842		
	Church, School, and Parsonage	2 0 0					
West Maitland	Glebe	8 2 0	The Bishop of Australia, G. Hobler, and H. J. Pilcher, Esqrs.	19 Sep., 1842	7 Mar., 1836		
	Church and Burial Ground	3 0 23					
Windsor	Church	1 0 0	The Bishop of Australia, S. North, F. Beddoek, T. Tebbutt, and J. Pantou, Esqrs.	29 May, 1843	10 Oct., 1836		
	Burial Ground	1 0 0					
Wollombi	Church	1 0 0	The Bishop of Australia, Sole Trustee	9 Nov., 1846	1 June, 1846		
Wellington	Church	1 0 0	Rev. W. Watson, W. C. Mayne, and J. Drew, Esqrs.	22 May, 1851	8 Aug., 1850		

RELIGIOUS ENDOWMENTS.

Wingello	Burial Ground	1	0	0	The Bishop of Australia, H. H. Macarthur, and R. M. Campbell, Esqrs.	9 May, 1842	27 Feb., 1837			
	Church	2	3	10						
Tumut	Residence	2	3	0	The Bishop of Australia, Sole Trustee	25 Jan., 1858	11 Feb., 1854			
	School	0	2	0						
	Church	1	0	0						
Yass	Residence	2	0	0	J. R. Hardy, J. Manning, J. B. Sharpe, and H. Hume, Esqrs.	9 May, 1842	27 Dec., 1839	Cannot be ascertained	Cannot be ascertained.	
	Burial Ground	1	0	0						
	School	0	2	0	Ditto ditto ditto ditto	18 June, 1842	27 Feb., 1837			
Sydney	St. James', Glebe	450	0	0	The Clergyman officiating for the time being	30 June, 1823	30 June, 1823			
Liverpool	St. Luke's, ditto	400	0	0	Ditto ditto ditto	30 June, 1823	30 June, 1823			
Campbelltown	St. Peter's, ditto	400	0	0	Ditto ditto ditto	30 June, 1823	30 June, 1823			
Windsor	St. Matthew, ditto	400	0	0	Ditto ditto ditto	1 Nov., 1822	1 Nov., 1822			
CHURCH OF SCOTLAND.										
	Church	0	0	33½	G. Harris, H. Clarke, R. P. Armstrong, W. McClelland, and D. Cunningham	Jan., 1840	16 Dec., 1842	Unknown	Congregation. Clergyman. Teacher.	
	Manse	0	0	11						
Pitt-street, South	School	0	0	11½		10 July, 1846	10 July, 1846	Ditto	A. Tenant.	
	Ditto, additional	0	0	15		18 May, 1843	10 Oct., 1836		Not ascertainable.	
South	Burial Ground	2	0	27½	Thomas Brown, T. Barker, and Alexr. Cuthill, Esqrs.	1833	1835	£250	Clergyman.	
Kent-street	Church	0	1	2	New Trustees to be nominated.	3 Nov., 1854	3 Nov., 1854	Say £1,000	Congregation.	
Woolloomooloo	Church and School	0	2	14	T. Barker, J. Alexander, J. Macfarlane, G. Cunningham, and Rev. J. McGibbon					
Paddington	Church and School	1	0	24½	J. Stirling, G. Millar, J. Dougall, A. Fleming & D. M. Smith, Esqrs.	19 July, 1855	3 Oct., 1855	£50 a-year for a portion	Rev. J. Milne.	
								£60	None.	
Sydney	Darlinghurst	Manse	40 ft.	× 120 ft.	James Henderson. (The other Trustees are dead)	23 May, 1841	15 June, 1841			
		Church	1	0	0					
Coogee	Manse	0	2	0	A. Gray, J. Forrester, W. Smith, Robert Law, & Thomas Steel, Esqrs.	6 Nov., 1857	16 Mar., 1857	Unknown		
	School	0	2	0						
St. Leonard's	School-house	0	0	23	J. McMillan, J. Blue, J. French, G. A. Bell, & R. Lepper, Esqrs.	31 July, 1844	31 Aug., 1849			
Point Piper	Ditto	0	1	0	Dr. McGarvie, J. Miller, W. Moir, C. Gell, & Alex. Anderson, Esqrs.	25 Mar., 1845	30 Nov., 1843			
Alexandria, Woolloomooloo	Ditto	0	1	4	T. Barker, J. Alexander, J. Macfarlane, Rev. J. McGibbon, and G. Cunningham	6 Nov., 1857	14 May, 1851			
Jamison-street	Church	0	2	39	Rev. J. D. Lang, John Piper, Thomas MacVitie, & David Ramsay, Esquires	10 Nov., 1826	10 Nov., 1826	Unknown	Cannot be ascertained.	
Armidale	Church	1	0	0	The Rev. T. Johnstone, J. Gilchrist, R. Pearson, J. McLean, and Richd. Pearson, Esquires	15 Feb., 1859	31 May, 1852			
	Manse	0	2	0						
	School	0	2	0						
Braidwood	Church	1	0	0	Hugh Wallace and David Rylie, Esquires	6 Mar., 1858	21 Dec., 1853	£150		
	Manse	0	2	0						
	School	0	2	0						
Bathurst	Burial Ground	1	0	0	J. Coghill, H. Wallace, P. Murray, and H. Gordon, Esquires	27 Sep., 1844	6 Dec., 1843	Not known.		
	Church	1	0	0	G. Busby, G. Rankin, and D. M. Irving		1855	£2,000	Trustees.	
	School	0	2	0	R. Machattie and J. H. Stewart		1855	£1,000	Clergyman.	
Bathurst (near)	Manse and Glebe	40	0	0	Ditto ditto	28 Dec., 1843	1834	£80 a-year	Trustees.	
	Burial Ground	1	0	0						
	Ditto	1	0	34		28 Dec., 1843	1850	Not known		
Blancy	Church, Manse, and School	2	0	0	Not any appointed	31 Aug., 1849	About 1856		Unoccupied.	
Bendemeer	Church and Manse	2	0	0	R. Murray and G. Gliver			£20	Ditto.	
Bungonia	Burial Ground	1	0	0	D. Reid, T. Hopkins, J. Drummond, D. McKay, & D. Pettigrew, Esqrs.	27 Sep., 1844	8 Feb., 1844	Not known		
Bowenfels	Ditto	1	0	0	J. Walker, J. Maxwell, A. Brown, D. McPherson, & W. Maxwell, Esqrs.	9 Sep., 1845	26 Nov., 1844		Cannot be ascertained.	
Berrima	Ditto	1	0	0	W. Coghill, E. Munn, J. Gordon, J. Alston, & J. D. Purves, Esqrs.	31 July, 1844	30 Nov., 1843			
Carcoar	Church, Manse, and School	2	0	0	D. Loudon, T. Cather, W. Stewart, J. Kerr, & T. McGeorge, Esqrs.		About 1848-9	Not known	G. Stainmurs.	
Cowra	Church, Manse, and School	2	0	0	Not any appointed			Nominal	Unoccupied.	

RETURN, &c.—Continued.

SITUATION OR LOCALITY.	FOR WHAT PURPOSE GRANTED.	AREA.	TO WHAT PERSON OR PERSONS THE LEGAL INTEREST WAS CONVEYED.	DATE OF GRANT.	DATE OF POSSESSION.	PRESENT PROBABLE VALUE.	PRESENT OCCUPANTS.
CHURCH OF SCOTLAND—Continued.		a. r. p.					
Clarence Town	School-house	0 2 0	Rev. R. Blain, W. Lowe, J. Williams, and R. Lang, Esqrs.	15 June, 1848	5 Nov., 1847	.....	Rev. W. McKee and W. Graham.
Campbelltown	Church, School, and Manse	2 0 0	W. Has, and R. R. Gilchrist, Esqrs.	.....	1838	£4 a year	
Dungog	School-house	0 2 0	C. L. Brown, E. McKinlay, J. McKay, and T. Hanna, Esqrs.	12 Nov., 1847	17 June, 1847	Unknown	} Cannot be ascertained.
	Church	1 0 0					
Goulburn	Manse	0 2 0	J. Macfarlane, G. Stewart, D. Paton, R. Waugh, and T. Brodie, Esquires	18 May, 1843	28 Nov., 1838	.....	} Cannot be ascertained.
		Burial Ground						1 0 0
Ipswich	School	0 2 0	W. Grey, D. Rankin, H. H. Cockburn, W. Turner, and W. Grieve, Esquires	.....	Dec., 1853	£250	} Congregation and Clergyman.
		Church, Manse, and School						1 0 32
Kiama	Church	1 0 0	Rev. C. Atchison, R. Miller, and J. Macks, Esqrs.	1 Nov., 1851	8 Feb., 1851	Unknown	} Cannot be ascertained.
	Manse	0 1 24					
		School						0 2 0
Maitland, West	Burial Ground	1 0 0	R. Menzies, J. W. Waugh, J. Robb, J. Marks, & M. Hindmarsh, Esqrs.	30 May, 1844	18 Nov., 1843	.....	} Part of Glebe let for Building purposes, Church, School, and Cottage on other allotments.
	Church	0 2 0					
	Manse	0 2 0					
		School						0 2 0
Mudgee	Glebe	3 0 0	J. S. Mein, Willm. Heugh, A. M'Dougal, D. Dickson, and R. Keddie, Esquires	23 Apr., 1844	23 June, 1843	£3,700	} Congregation.
		Church						1 0 0
Murrurundi	Manse	0 2 0	J. Dickson, A. Lamont, G. Walker, D. R. Macdonald, & A. Smith, Esquires	19 July, 1858	12 Dec., 1858	£300	} Congregation.
		School						0 2 0
Maitland, East	School	0 2 0	Rev. J. Hetherington, P. and A. Brodie, and A. Wightman, Esqrs.	31 July, 1844	26 Aug., 1842	Unknown	} Not ascertained.
		Church, School, and Manse						2 0 0
Muswellbrook	Church	1 0 0	T. Hale, A. Johnstone, senr., J. Ferguson, D. Ross, and J. H. Keys.	14 June, 1845	1838	£50	} Clergyman.
		Manse						0 2 0
Louisa Creek	School	0 2 0	J. Campbell, T. Lowie, G. Lunn, L. McLachlan, & J. A. Stain, Esqrs.	.....	Dec., 1856	£30	} Cannot be ascertained.
		Church, Manse, and School						2 0 0
Newcastle	Burial Ground	1 0 31½	G. and R. Brooks, W. Scott, J. Howden, and T. Scott, Esqrs.	14 June, 1845	22 Jan., 1845	.....	} Congregation.
Parramatta	Church	0 1 17	B. Stewart, G. Barker, W. Smith, J. Eckford, & H. Gordon, Esqrs.	15 June, 1848	15 June, 1848	£150	
	Burial Ground	1 0 0					
		Manse and School					1 0 36
Paterson	Church	1 0 0	Rev. J. Conitts, J. Urquhart, and T. Harris, Esqrs.	12 Oct., 1858	1 Apr., 1856	£600	} Clergyman.
		Manse						0 2 0
Wollongong	School	0 2 0	E. Johnstone, C. Macquarie, W. Dun, J. Adair, & D. Brown, Esqrs.	23 Apr., 1844	23 Sep., 1843	£10	} Rev. J. Stirton.
		Burial Ground						1 0 0
Port Macquarie	Church	1 0 0	J. Wallace, C. C. Innis, and J. Musgrove, Esqrs.	10 July, 1846	25 Feb., 1846	Unknown	} Cannot be ascertained.
	Manse	0 2 0					
		School						0 2 0
Raymond Terrace	Burial Ground	1 0 0	R. A. Wauch, J. R. Middleton, A. Thomson, and W. Mackenzie, Esquires	19 Oct., 1843	14 Jan., 1843	Unknown	
	Church	1 0 0					
		School					0 2 0
Scaham	Burial Ground	1 0 0	K. Snodgrass, T. D. Miller, J. J. Cadell, J. R. Dalzell, and W. Still, Esqrs.	6 July, 1847	29 Feb., 1847	.....	} Cannot be ascertained.
		School						0 2 0
Sofala	Burial Ground	1 0 0	Rev. R. Blain, J. Miller, and T. Lindsay, Esqrs.	11 Nov., 1848	1 Feb., 1848	.....	} Cannot be ascertained.
		School						0 2 0
	Church, Manse, and School	2 0 0	None appointed	12 July, 1852	21 Dec., 1853	.....

RELIGIOUS ENDOWMENTS.

Sydney	{ Erskine and Union streets St. Philip	School	0 0 20	J. McGarvie, D.D., J. Dunsmure, G. Majoribanks, R. Henderson, and W. McIntosh, Esqrs.	30 Nov., 1817	22 May, 1817	.....	Cannot be ascertained.
		Ditto	0 0 31						J. Macfarlane, W. R. Scott, F. McKellar, F. W. Adam, and the Rev. J. McGarvie, D.D.
Walcha		Church and Manse	2 0 0	E. W. Jamison, A. Nurson, J. Scott, and D. Bell, Esqrs.	6 June, 1855	6 June, 1855	£30	Church on allotment.
WESLEYAN METHODIST COMMUNION.								
Sydney	{ St. Lawrence..... Chippendale	Chapel	0 0 33	Revds. W. B. Boyce, W. Schofield, and S. Wilkinson	22 & 23 Sep., 1846	1846	.....	Cannot be ascertained.
		School	0 0 10½					
		Chippendale	0 1 3½					
		School	0 0 37½	Ditto ditto ditto	{ 16 Dec., 1848 28 Sep., 1846, & 1 July, 1857	{ 31 Mar., 1846 26 Nov., 1844		
	{ Paddington	Chapel	0 2 0	Rev. B. Hurst, T. Cowlshaw, Esq., and Rev. W. B. Boyce	30 Jan., 1850	June, 1848	.....	Chapel.
		Residence	0 1 0					
		School	0 1 0					
Armidale		Chapel	1 0 0	G. W. Allen, J. Caldwell, and Mark Blanchard, Esqrs.	30 Jan., 1850	Jan., 1850	.....	Cannot be ascertained.
		Residence	0 2 0					
		School	0 2 0					
Aberdeen		Chapel	1 0 0	Rev. S. Rabone, J. Ledsam, and S. Owen, Esqrs.	22 May, 1851	May, 1851	.....
		Residence	0 2 0					
		School	0 2 0					
Bowenfels		School	0 2 4	Revds. W. B. Boyce, W. Schofield, and S. Wilkinson	28 Sep., 1846	Mar., 1849	.....	Chapel.
		Chapel	1 0 0					
Clarence Town		Residence	0 2 0	G. W. Allen, J. Caldwell, and Mark Blanchard, Esqrs.	30 Jan., 1850	Jan., 1850	.....	Cannot be ascertained.
		School	0 2 0					
Campbelltown		Burial Ground and School-house	0 3 31	Revds. W. B. Boyce, W. Schofield, and S. Wilkinson	22 Sep., 1846	Sep., 1846	.....	Chapel.
		Residence	0 2 0					
Dungog		Burial Ground	1 0 0	G. W. Allen, J. Caldwell, and Mark Blanchard, Esqrs. W. Yates, J. Hamilton, and Wm. Byrnes, Esqrs.	30 Jan., 1850	17 June, 1847	.....	Cannot be ascertained.
Field of Mars		Chapel	1 0 0					
Geringong, near Camden	{	Residence	0 2 0	G. W. Allen, J. B. Caldwell, and M. Blanchard, Esqrs.	30 Jan., 1850	31 Aug., 1849	.....	Cannot be ascertained.
		School	0 2 0					
Gundagai North	{	Chapel	0 3 32	G. W. Allen, J. Caldwell, and Mark Blanchard, Esqrs.	Ditto	Jan., 1850	.....	Cannot be ascertained.
		Residence	0 2 0					
Gunning	{	School	0 1 32	Ditto ditto ditto	Ditto	Jan., 1850	.....	Cannot be ascertained.
		Chapel	1 0 0					
Goulburn	{	Residence	0 2 0	Revds. W. B. Boyce, N. Turner and S. Wilkinson	11 May, 1847	20 Nov., 1846	.....	Chapel and Residence.
		School	0 2 0					
Hartley	{	Burial Ground	1 0 0	G. W. Allen, J. Caldwell, and Mark Blanchard	30 Jan., 1850	Jan., 1850	.....	Cannot be ascertained.
		Chapel	1 0 0					
Kiama	{	Residence	0 2 0	Rev. B. Chapman, W. and R. Lane, Esqrs.	22 May, 1851	Oct., 1850	.....	Cannot be ascertained.
		School	0 2 0					
Ipswich	{	Chapel	0 1 5½	J. Bowes, J. Black, and G. Somerville, Esqrs.	Ditto	1851	.....	Chapel.
		Residence	0 0 32					
Murrurundi	{	School	0 0 32	G. W. Allen, J. Caldwell, and Mark Blanchard	30 Jan., 1850	Jan., 1850	.....	Chapel and Residence.
		Chapel	1 0 0					
Murrurundi	{	Residence	0 2 0	Rev. S. Rabone, J. Ledsam, and S. Owen, Esqrs.	22 May, 1851	May, 1851	.....	Cannot be ascertained.
		School	0 2 0					

RETURN, &c.—Continued.

SITUATION OR LOCALITY.	FOR WHAT PURPOSE GRANTED.	AREA.	TO WHAT PERSON OR PERSONS THE LEGAL INTEREST WAS CONVEYED.	DATE OF GRANT.	DATE OF POSSESSION.	PRESENT PROBABLE VALUE.	PRESENT OCCUPANTS.
WESLEYAN METHODIST COMMUNION.—Continued.							
		a. r. p.					
Muswellbrook	Chapel	1 0 0	Rev. S. Rabone, J. Ledsam, and S. Owen, Esquires.....	22 May, 1851	May, 1851		Cannot be ascertained.
	Residence	0 2 0					
	School	0 2 0					
Newcastle	Burial Ground	1 0 0	Revds. W. B. Boyce, W. Schofield, and S. Wilkinson	22 Sep., 1846	Sep., 1846		Burial Ground.
	Residence	0 0 36					
	School	0 0 36					
	Ditto	0 0 28½					
	Chapel	1 0 0					
Orange	Residence	0 2 0	Rev. B. Chapman, J. Lane, and R. Glasson, Esqrs.	22 May, 1851	May, 1851		Chapel and Residence.
	School	0 2 0					
	Chapel	0 0 33¼					
North Brisbane.....	Residence	0 0 33¼	G. W. Allen, J. Caldwell, and Mark Blanchard, Esqrs.	28 Mar., 1850	30 Jan., 1850	Jan., 1850	Cannot be ascertained.
	School	0 0 33¼					
	Chapel	1 0 0					
Picton, Upper	Residence	0 2 0	L. Kendall, G. Pickering, and the Rev. W. B. Boyce	22 May, 1851	May, 1851		Chapel.
	School	0 2 0					
	Chapel	1 0 0					
Queanbeyan	Burial Ground	1 0 0	G. W. Allen, J. Caldwell, and Mark Blanchard, Esqrs.	8 Apr., 1850	Apr., 1850		Chapel.
	Residence	0 2 0					
	School	0 2 0					
Raymond Terrace.....	Chapel	1 0 0	G. W. Allen, J. Caldwell, and Mark Blanchard.....	30 Jan., 1850	Jan., 1850	Cannot be ascertained.	Chapel.
	Residence	0 1 1					
	School	0 1 10					
South Brisbane.....	Chapel	0 1 32	G. W. Allen, J. Caldwell, and Mark Blanchard, Esqrs.	28 Mar., 1850	Jan., 1850		Cannot be ascertained.
	Residence	0 0 36					
	School	0 0 36					
Ditto, Kangaroo Point	Chapel	1 0 0	G. W. Allen, J. Caldwell, and Mark Blanchard, Esqrs.	30 Jan., 1850	Jan., 1852		Cannot be ascertained.
	Residence	0 2 0					
	School	0 2 0					
Seaham	Chapel	1 0 0	Ditto ditto ditto	30 Jan., 1850	Jan., 1850		Chapel.
	Residence	0 2 0					
	School	0 2 0					
Port Macquarie, East	Chapel	0 2 0	Revds. W. B. Boyce, W. Schofield, and S. Wilkinson	26 Sep., 1846	25 Aug., 1845		Chapel.
	Residence	1 0 0					
	School	0 2 0					
Scone	Chapel	0 2 0	Rev. S. Rabone, J. Ledsam, and S. Owen, Esqrs.....	22 May, 1851	May, 1851		Cannot be ascertained.
	Residence	0 2 0					
	School	0 2 0					
Upper Portland Head	Chapel, School, and Minister's Dwelling	15 0 0	Rev. F. Lewis, R. Cavenough, J. Cotton, M. and G. Everingham, Esquires	7 Feb., 1845	1845		
Wollombi	Chapel	0 2 0	Revds. W. B. Boyce, W. Schofield, and S. Wilkinson	22 Sept., 1846	1 June, 1846		Chapel and B. G.
	Burial Ground	1 0 0					
Wollongong	Burial Ground	1 0 0	Ditto ditto ditto	22 Sep., 1846	25 Feb., 1846		Cannot be ascertained.
	Chapel	0 2 0					
Bathurst.....	Burial Ground	1 0 0	W. Lane, W. Tom, and J. Glasson, Esqrs.	5 Jan., 1843	15 July, 1841		Cannot be ascertained and Residence.
	School-house	0 2 0					
	Minister's Dwelling	0 2 0					

Liverpool	Chapel	0	3	9	Revs. J. M'Kenny and E. Sweetman, J. Byrnes, J. Mills, and J. Walker, Esqrs.	31 Oct., 1843	1835	
Parramatta	Chapel, Minister's Dwelling, & School	0	1	13½	William Yates, John Hamilton, and William Byrnes	30 Jan., 1843	21 Jan., 1839	
	Burial Ground	1	0	0		31 Oct., 1843	21 Jan., 1839	
City of Sydney, Parish of St. Lawrence	Burial Ground	0	2	0	W. Matthews, T. W. Bowden, J. V. M. Weiss, J. Jones, and W. J. Munce	30 Jan., 1843	10 Oct., 1836	
CHURCH OF ROME.								
Sydney.	St. James School	1	0	0	Archbishop Polding, Rev. H. G. Gregory, and Rev. J. C. Sumner	10 Aug., 1847	31 Dec., 1844	
	Abercrombie-place Church & Residence	0	1	10		Archbishop Polding, Rev. H. G. Gregory, Rev. J. M'Encroe, C. H. Chambers, and M. Byrnes	31 Mar., 1846	31 Dec., 1844
	St. Philip School	0	0	20		Rev. J. M'Encroe, Rev. J. J. Therry, J. H. Plunkett, R. Therry, and R. Murphy	31 Mar., 1846	9 July, 1833
Appin	Church and School	4	0	0	Archbishop Polding, Rev. J. C. Sumner, and the Rev. M. Brennan	31 Mar., 1846	9 July, 1833	
Bungonia	Church	1	0	0	Archbishop Polding, Rev. M. Brennan, J. S. Morphy, M. Lennon, and Hugh O'Donnell, Esqrs.	31 Mar., 1846	18 Sep., 1840	
	Residence	0	2	0				
	School	0	2	0				
Blayney	Church	1	0	0	Archbishop Polding, Rev. H. G. Gregory, Rev. M. M'Grath, J. Grant, and T. Sullivan, Esqrs.	26 Nov., 1849	26 May, 1849	
	Residence	0	2	0				
	School	0	2	0				
Bathurst.	Burial Ground	1	0	0	Archbishop Polding, Rev. M. O'Reilly, W. Cummings, N. Conolly, and J. Grant, Esqrs.	31 Mar., 1846	18 Sep., 1838	
Carcoar	Church	1	0	0	Archbishop Polding, Rev. H. G. Gregory, Rev. M. M'Grath, J. Grant, and T. Sullivan, Esqrs.	26 Nov., 1849	17 Mar., 1849	
	Residence	0	2	0				
	School	0	2	0				
Colac	Church	1	0	0	Revs. J. M. Goold, P. B. Geohegan, N. J. Coffey, Messrs. W. Dowsley, and J. M'Cegg	24 Feb., 1851	30 Oct., 1850	
	Residence	0	2	0				
Campbelltown	Burial Ground	4	1	32	Archbishop Polding, Rev. J. J. Therry, H. Byrne, and J. Prendergast, Esq.	31 Mar., 1846	9 July, 1833	
Brisbane, North, Town of	Church	0	2	28	Archbishop Polding, Revs. H. G. Gregory, J. C. Sumner, J. M'Encroe, and J. Hauley	26 Nov., 1849	17 Mar., 1849	
	Residence	0	1	14				
	School	0	1	14				
Goulburn	Burial Ground	1	0	0	Archbishop Polding, Rev. M. Brennan, Mr. J. O. Sullivan, Mr. Ryan, and Rev. C. Lovat	31 Mar., 1846	8 Feb., 1844	
Liverpool	Church & Residence	2	0	0	Archbishop Polding, Rev. J. Fitzpatrick, S. Bowler, T. Cahill, and P. Doyle, Esqrs.	31 Mar., 1846	{ 3 Dec., 1836 9 Aug., 1839	
	Burial Ground	1	0	0				
Sydney—Hyde Park	Church	2	1	5	Revs. W. Ullathorne, J. J. Therry, J. M'Encroe; John H. Plunkett, R. Therry, and Roger Murphy, Esqrs.	22 Jan., 1834	8 July, 1833	
Maitland.	Church & Residence	4	0	0	Archbishop Polding, Rev. H. H. Gregory, M. Murphy, and E. Reilly	31 Mar., 1846	9 Jan., 1834	
	Burial Ground	1	0	0				
Newcastle	Church	0	1	17	Ditto ditto & Very Rev. J. T. Lynch	2 Aug., 1858	22 Jan., 1845	
	Residence	0	0	32				
	School	0	0	32				
Parramatta	Church and School	1	3	4	Archbishop Polding, Rev. J. C. Sumner, W. Hayes, Mic. Hyland, and W. Tarlington	31 Mar., 1846	3 July, 1835	
Ditto Field of Mars.	Burial Ground	5	3	20				10 July, 1846	21 Jan., 1839
Paterson	School	0	2	0	Archbishop Polding, Rev. H. G. Gregory, Rev. J. T. Lynch, J. O'Sullivan, and E. Keely	31 Mar., 1846	28 Sep., 1843	
Queanbeyan	Church	1	0	0	Archbishop Polding, Rev. J. Kenny, T. A. Murray, and J. F. Murray, Esqrs.	31 Mar., 1846	31 Dec., 1844	
	Residence	0	2	0				
	School	0	2	0				
Reidsdale	Church	1	0	0	Archbishop Polding, Rev. H. G. Gregory, Rev. R. Walsh, and J. O'Sullivan, Esq.	26 Nov., 1849	17 Mar., 1849	
	Residence	0	2	0				
	School	0	2	0				
Wollombi	Burial Ground	1	0	0	Archbishop Polding, Rev. H. G. Gregory, Rev. J. H. Lynch, M. Byrne, and M. Regan	10 July, 1846	1 June, 1846	

Cannot be ascertained } Cannot be ascertained.

RETURN, &c.—Continued.

SITUATION OR LOCALITY.	FOR WHAT PURPOSE GRANTED.	AREA.	TO WHAT PERSON OR PERSONS THE LEGAL INTEREST WAS CONVEYED.	DATE OF GRANT.	DATE OF POSSESSION.	PRESENT PROBABLE VALUE.	PRESENT OCCUPANTS.
SYDNEY BETHEL UNION.		a. r. p.					
City of Sydney, George-street North	Mariners Church....	0 0 27	Geo. Allen, Thos. Barker, A. Foss, Fran. Mitchell, and J. Alexander, Esqrs.	1 Mar., 1858	1855	Unknown	Congregation.
BAPTIST COMMUNION.							
City of Sydney, Bathurst-street West	Baptist Chapel.....	0 0 29	Rev. John Saunders, Robt. Burne, and Edwd. Hunt, Esqrs.	29 Mar., 1844	1835	Unknown	Congregation.
JEWISH CHURCH.							
City of Sydney, St. Lawrence	Burial Ground.....	0 2 0	J. B. Montefiore, M. Phillips, and P. J. Cohen, Esqrs.	4 July, 1835	1835	Unknown	} The Members of the Faith.
Goulburn	Synagogue	0 2 0	} Samuel Davis, Samuel Benjamin, and Nathan Mandelson	10 Jan., 1853	13 Oct., 1851	Unknown	
	School-house	1 0 0					
CONGREGATIONAL COMMUNION.							
City of Sydney, St. Lawrence	Burial Ground.....	0 1 30	Rev. R. Ross, M.D., J. Thompson, D. Jones, T. Jones, and A. Foss, Esqrs.	20 Oct., 1851	13 May, 1839	Unknown	As a Burial Ground.

RELIGIOUS ENDOWMENTS.

11

A RETURN of Portions of Land authorised for Religious Purposes, but of which Deeds of Grant have not yet been prepared.

LOCALITY.	FOR WHAT PURPOSE SELECTED.	AREA.			WHEN PROMISED.
		A.	R.	P.	
CHURCH OF ENGLAND.					
Albury	Church, School, and Parsonage	2	0	0	31 Oct., 1851
Alexandria, Randwick	Church, School, and Parsonage	2	0	0	9 Aug., 1854
	General Cemetery	8	1	38	9 Aug., 1854 6 April, 1858
Alexandria, Waverley	Church and Parsonage	1	2	0	9 Aug., 1854
Armidale	Church, School, and Parsonage	2	0	0	7 Nov., 1818
Bungonia	Burial Ground	1	2	0	18 Sept., 1833
Bungendore	Church and Parsonage				Dead issued, error.
Brisbane, South	Burial Ground	1	0	0	30 Nov., 1843
Booroooa	Church and Burial Ground	2	0	0	21 May, 1845
Berrina	Church, School, and Parsonage	2	0	0	23 May, 1845
Blaney	Church, School, and Parsonage	2	0	0	10 April, 1848
Burrogang	Burial Ground	1	0	0	8 Feb., 1859
Bathurst	Burial Ground	2	0	34	13 Sept., 1858
Bega	Church, School, and Parsonage	2	0	0	31 July, 1857
Balgolah	Burial Ground	1	0	0	19 June, 1836
Bundarra	Church, School, and Parsonage	2	0	0	13 Sept., 1858
Bungendore	General Cemetery	5	0	0	26 May, 1849
Bombala	General Cemetery	4	0	0	July, 1850
Bathurst	General Cemetery	1	0	0	7 Aug., 1851
Bulgolah	Burial Ground	1	2	3	19 June, 1856
Braxton	Burial Ground	1	2	0	26 April, 1859
Bega	General Cemetery	7	0	0	8 Feb., 1858
Cahramatta	School-house	0	2	21	10 July, 1852
Cooma	Church, School, and Parsonage	2	2	0	17 Dec., 1849
Cahramatta	Church, Parsonage, and Burial Ground	3	0	0	10 July, 1852
Cowra	Church, School, and Parsonage	2	0	0	26 July, 1859
Coorobongatti (Dudley)	Church, School, and Parsonage	2	0	0	8 May, 1852
Carcour	Burial Ground	3	0	0	10 July, 1848
Clarence Town	General Cemetery	8	0	0	30 June, 1829
Dungog	Church and Burial Ground	1	2	0	27 Nov., 1850
Dungog	School and Residence	1	0	0	27 Nov., 1850
Drayton	Church, School, and Parsonage	2	0	0	1 June, 1856
Dalby	Church, School, and Parsonage	2	0	0	13 Sept., 1858
Dubbo	Church, School, and Parsonage	1	2	0	3 May, 1859
Dungog	Burial Ground	4	0	0	31 Aug., 1847
Drayton	General Cemetery	8	0	0	17 Dec., 1849
Dalby	General Cemetery	8	0	0	6 April, 1858
Emu	Church	1	0	0	18 Sept., 1833
Eden	General Cemetery	5	0	0	29 Mar., 1859
Eden	Church, School, and Parsonage	2	0	0	21 Sept., 1858
Freeman's Reach	School	0	2	0	14 July, 1835
Hunter's Hill	Burial Ground	1	0	0	10 Sept., 1816
Goulburn Plains, near Terraco	Burial Ground	1	0	0	30 May, 1832
Ghederick, or Wallonga Creek	Church and Burial Ground	2	0	0	19 Aug., 1845
Gosford, Brisbane Water	Burial Ground	1	0	0	27 July, 1847
Gosford, Brisbane Water	Church, School, and Parsonage	2	0	30	27 July, 1847
Gunning	Church, School, and Parsonage	2	0	0	27 Feb., 1857
Geringong	Church and Parsonage	1	2	0	24 July, 1854
Gundagai, North	Church, School, and Parsonage	2	0	0	24 Feb., 1854
Gundagai, South	Church, School, and Parsonage	2	0	0	24 Feb., 1854
Glen Innes	Church, School, and Parsonage	2	0	0	13 Sept., 1858
Gladstone, Port Curtis	General Cemetery	10	0	0	27 June, 1856
Grafton, North	Burial Ground	5	0	0	19 Sept., 1857
Gunning	Church	1	0	0	June, 1837
Ipswich	Church, School, and Parsonage	2	0	0	25 Sept., 1848
Ipswich	Burial Ground	5	0	0	25 Sept., 1848
Kincumber	Church, School, and Parsonage	3	0	0	5 Mar., 1847
Liberty Plains	Church, School, and Parsonage	2	0	0	19 July, 1856
Louisa Creek	Church, School, and Parsonage	2	0	0	29 Mar., 1859
Louisa Creek	Burial Ground	0	1	32½	29 Feb., 1856
Marulan	Church	2	0	0	16 April, 1841
Mangrove Creek	Church and Burial Ground	2	0	0	27 July, 1847
Mangrove Creek, Upper	Church, School, and Parsonage	5	2	0	27 July, 1847
Maitland, East	Burial Ground	1	3	37	6 June, 1829
Merriwa	Church and School	2	0	0	31 Dec., 1849
Manly Cove	Burial Ground (new)	1	0	14	10 Dec., 1852
Moryborough	Church	1	0	0	18 May, 1858
Mutton Falls	Church, School, and Parsonage	1	2	0	24 April, 1856
Moruya	Church, School, and Parsonage	2	0	0	3 July, 1854
Meroo River	Burial Ground	0	1	2	30 Sept., 1857
Molour, West	Church, School, and Parsonage	2	0	0	13 Sept., 1858
Mangrove Creek, Upper	Burial Ground	3	2	0	27 July, 1847
Marulan	Burial Ground	8	0	0	10 Sept., 1857
Moruya	Burial Ground	8	0	0	10 Sept., 1857
Molong, West	Burial Ground	8	1	25	13 Sept., 1858
Merriwa	Burial Ground	8	0	0	31 Dec., 1849
Narellan	Burial Ground	2	1	26	30 June, 1829
North Brisbane	Burial Ground	1	0	0	30 Nov., 1843
North Brisbane, Fortitude Valley	Church, School, and Parsonage	2	0	0	22 April, 1856
North Brisbane	Church	1	0	0	22 April, 1856
Newcastle	Parsonage	2	2	32	12 Jan., 1854
North Parramatta	Church and Parsonage	1	0	11½	30 June, 1829
North Gundagai	General Cemetery	8	0	0	18 April, 1850

RETURN, &c.—Continued.

LOCALITY.	FOR WHAT PURPOSE SELECTED.	AREA.	WHEN PROMISED.
CHURCH OF ENGLAND—Continued.			
		A. R. P.	
Orange	General Cemetery	8 0 0	30 May, 1853
Paterson	Burial Ground	2 0 0	18 Nov., 1835
Pitt Town	Church and School	4 2 7	30 June, 1829
Pitt Town	Burial Ground	1 3 22	30 June, 1829
Paterson	Church, School, and Parsonage	2 0 0	30 Oct., 1836
Port Macquarie	Church	2 1 18	30 June, 1829
Paddington, Sydney	Church	1 0 0	10 April, 1843
Pictou, Upper	Burial Ground	1 0 8	12 Dec., 1849
Peel, Village of	Church, School, and Parsonage	2 0 0	9 April, 1853
Port Macquarie	General Cemetery	3 0 0	12 Sept., 1859
Rylstone	Church, School, and Parsonage	2 0 0	9 Aug., 1847
Rockhampton	Church, School, and Parsonage	2 0 0	2 Sept., 1859
Rockley	Church, School, and Parsonage	2 0 0	21 Aug., 1859
Rylstone	General Cemetery	6 0 0	9 Aug., 1854
Redborough, Manly Cove	Church, School, and Parsonage	2 0 0	2 Sept., 1856
Rodborough	General Cemetery	3 0 0	19 June, 1856
St. Alban's	Church	1 0 0	16 April, 1842
Sofala	Church, School, and Parsonage	2 0 0	29 Nov., 1851
Richardson's Point, Meroo River	Church and Parsonage	2 0 0	16 Nov., 1852
South Deniliquin	Church, School, and Parsonage	2 0 0	21 May, 1857
Sandgate	Church, School, and Parsonage	2 0 0	10 Sept., 1858
South Gundagai	General Cemetery	8 0 0	18 April, 1850
Sofala	General Cemetery	3 1 8	31 Dec., 1851
South Wagga Wagga	General Cemetery	8 0 0	31 May, 1852
North Wagga Wagga	General Cemetery	6 0 0	31 May, 1852
Tarrago (Argyle)	Church and Burial Ground	2 0 0	6 Jan., 1846
Tumbaroora	Church and Parsonage	1 2 0	26 Oct., 1854
Tinonee	Church and Parsonage	1 3 36	13 Dec., 1855
Towoomba	Church, School, and Parsonage	2 0 0	13 Sept., 1858
Tareutta	Burial Ground	2 0 0	1 Dec., 1849
Tinonee	Burial Ground	4 0 0	11 Feb., 1854
Tamworth	Burial Ground	8 0 0	April, 1856
Tumut	General Cemetery	2 0 0	11 Feb., 1854
Wollongong	Burial Ground	2 0 0	12 Oct., 1833
Warwick	Church, School, and Parsonage	2 0 0	18 Aug., 1851
Wingham	Church, School, and Parsonage	2 0 0	13 Dec., 1855
Wagga Wagga	Church, School, and Parsonage	2 0 0	13 Sept., 1858
Warwick	General Cemetery	8 0 0	May, 1850
Wingham	General Cemetery	8 0 0	31 Mar., 1855
PRESBYTERIAN.			
Alexandria	Manse	0 0 16½	14 Dec., 1849
Alexandria	School	0 0 16	
Alexandria	Church and School	0 3 18	27 April, 1840
Aberdeen	Church, School, and Manse	2 0 0	
Appin	Church, School, and Manse	2 0 0	2 Sept., 1859
Brisbane, North	Burial Ground	1 0 0	5 Sept., 1843
Brisbane, South	Burial Ground	1 0 0	5 Sept., 1843
Blaney	Church, School, and Manse	2 0 0	18 Sept., 1857
Bendemeer	Church, School, and Manse	2 0 0	6 Jan., 1859
Carcoar	Church and School	2 0 0	6 Dec., 1848
Dungog	Church, School, and Manse	2 0 0	2 July, 1844 & 13 Jan., 1848
Drayton Swamp	Church, School, and Manse	2 0 0	17 Aug., 1857
Emu	Church and School	2 0 0	14 May, 1849
Grafton, South	Church, School, and Manse	2 0 0	13 Sept., 1858
Grafton, South	Church, School, and Manse	1 2 0	2 Sept., 1859
Kelso, near Bathurst	School	2 0 34	1854
Longbottom	School	0 2 0	18 Jan., 1843
Louisa Creek	Church, School, and Manse	2 0 0	8 Feb., 1858
Newcastle	Church and Manse	0 1 32	31 Mar., 1846
Nowra	Church, School, and Manse	2 0 0	14 July, 1854
Newcastle	School	0 1 8	3 Aug., 1855
Pitt Town	Church	0 3 9	21 Nov., 1833
Pambula	Church, School, and Manse	2 0 0	23 Mar., 1855
Queanbeyan	Church, School, and Manse	2 0 0	5 July, 1852
Raymond Terrace	Burial Ground and School	1 2 0	19 June, 1846
Rylstone	Church, School, and Manse	2 0 0	5 July, 1851
Richmond	Church, School, and Manse	2 0 0	18 May, 1858
Seaham	Church, School, and Manse	1 2 0	19 June, 1846
Tyrarnia	Church	1 0 0	24 June, 1815
Tinonee	Church, School, and Manse	2 0 0	16 July, 1855
Tamworth	Church, School, and Manse	2 0 0	13 Sept., 1858
Uralla	Church, School, and Manse	2 0 0	12 Oct., 1867
Moruya	Church, School, and Manse	2 0 0	18 Nov., 1848
Windsor	Manse	0 1 7	10 Oct., 1833
Wingham	Church, School, and Manse	1 2 0	7 Dec., 1854
Yass	Church, School, Manse, and Burial Ground	2 2 0	13 Sept., 1858
WESLEYAN METHODIST.			
Albury	Chapel, School, and Residence	2 0 0	Feb., 1851
Alfred	Chapel, School, and Residence	2 0 0	3 Dec., 1855
Appin	Chapel, School, and Residence	2 0 0	Aug., 1851

RELIGIOUS ENDOWMENTS.

13

RETURN, &c.—Continued.

LOCALITY.	FOR WHAT PURPOSE SELECTED.	AREA.			WHEN PROMISED.
		A.	R.	P.	
WESLEYAN METHODIST.—Continued.					
Alexandria	Chapel, &c., (additional)	0	0	21½	29 June, 1853
Brisbane, South and North	Chapel, School, Residence, and Burial Ground	3	0	0	Jan., 1850
Bungendore	Chapel, School, and Residence	2	0	0	Oct., 1850
Binda	Chapel, School, and Residence	2	0	0	20 Feb., 1851
Berrima	Chapel, School, Residence, and Burial Ground	2	2	0	April, 1854
Byng	Chapel, School, Residence, and Burial Ground	3	0	0	30 Nov., 1850
Braidwood	Chapel, School, Residence, and Burial Ground	2	0	0	Mar., 1853
Castlereagh	School	0	2	0	24 Sept., 1838
Chippendale	School (extension)	0	0	16	11 Mar., 1853
Carcoar	Chapel, School, Residence, and Burial Ground	2	0	0	Sept., 1850
Cleveland	Chapel, School, Residence, and Burial Ground	2	0	0	12 Jan., 1852
Drayton	Chapel, School, and Residence	1	0	0	May, 1851
Dubbo	Chapel, School, and Residence	2	0	0	Dec., 1854
Drayton Swamp	Chapel, School, and Residence	2	0	0	28 Oct., 1850
Dalby	Chapel, School, and Residence	2	0	0	9 April, 1858
Gunning	Chapel, School, and Burial Ground	2	0	0	2 Mar., 1848
Grafton, North	Chapel, School, and Residence	2	0	0	Nov., 1854
Gatton	Chapel, School, and Residence	2	0	0	13 Dec., 1855
Kelso, White Rock	Chapel, School, and Residence	2	0	0	10 April, 1854
Liverpool	Burial Ground	0	2	11½	11 Sept., 1834
Muswellbrook	School and Burial Ground	2	0	0	May, 1851
Moruya	Chapel, School, and Residence	2	0	0	Feb., 1855
Marulan	Chapel, School, and Residence	2	0	0	Feb., 1854
Molong, West	Chapel, School, and Residence	2	0	0	Oct., 1850
Maitland	Chapel, School, and Residence	1	2	0	Oct., 1850
Meadow Flat, Roxburgh	Chapel, School, Residence, and Burial Ground	4	0	0	Oct., 1850
Mudgee	Chapel, School, Residence, and Burial Ground	2	0	0	May, 1852
Mulbring Creek	Chapel, School, Residence, and Burial Ground	2	0	0	5 Mar., 1851
Newcastle	Burial Ground	1	0	0	1 Mar., 1845
Newcastle	School and Residence	0	0	23½	Sept., 1846
Nowra	Chapel, School, and Residence	2	0	0	3 May, 1855
Longbottom	Chapel, School, and Residence	1	2	0	31 Oct., 1855
North Brisbane	Chapel, School, and Residence	2	1	24	Jan., 1850
Narellan	Chapel, School, and Residence	2	0	0	30 Jan., 1858
Paddington	Chapel, School, and Residence	1	2	0	9 June, 1848
Quarribylong	Chapel, School, and Residence	2	0	0	27 June, 1856
Queanbeyan	Chapel, School, and Residence	2	0	0	April, 1850
Rylstone	Chapel, School, and Residence	2	0	0	May, 1855
Rockley	Chapel, School, and Residence	1	2	0	Oct., 1858
Randwick	Chapel, School, and Residence	1	2	0	19 April, 1854
Richmond	Chapel and Residence	1	2	28	29 Mar., 1859
St. Lawrence, Sydney	Chapel, School, and Residence	0	2	14	1 Dec., 1845
Sofala	Chapel, School, and Residence	2	0	0	Jan., 1852
St. Vincent, or Woorigee	Chapel, School, and Residence	2	0	0	10 May, 1851
Stowell	Chapel, School, and Residence	2	0	0	15 Dec., 1855
Sandgate	Chapel, School, and Residence	2	0	0	13 Sept., 1858
St. Alban's	Chapel, School, and Residence	2	0	0	13 Sept., 1858
Tamworth	Chapel, School, and Residence	2	0	0	May, 1851
Tumut	Chapel, School, and Residence	2	0	0	Sept., 1854
Timonee	Chapel, School, and Residence	1	2	0	Jan., 1855
Tarranno	Chapel, School, and Residence	2	0	0	Mar., 1855
Windsor	Burial Ground	1	0	0	17 Mar., 1842
Warwick	Chapel, School, and Residence	1	0	0	May, 1851
Wagga Wagga, North	Chapel, School, and Residence	2	0	0	Oct., 1850
Wellington	Chapel, School, and Residence	1	2	0	Mar., 1855
Wilberforce	Chapel, School, and Residence	1	2	0	6 July, 1855
Wagga Wagga, South	Chapel, School, and Residence	2	0	0	Oct., 1850
Waverley	Chapel, School, and Residence	1	2	0	30 Nov., 1858
Ulladulla	Chapel, School, and Residence	2	0	0	18 May, 1858
Yass	Chapel, School, and Residence	2	0	0	Oct., 1850
CHURCH OF ROME.					
Alexandria	Residence	0	1	22	11 Aug., 1836
Armidale	Church, School, and Residence	2	0	0	4 April, 1850
Albury	Church, School, and Residence	2	0	0	31 May, 1852
Alexandria	School and Reserve	0	0	13½	11 Aug., 1836
Alexandria	Church and School	1	0	0	11 Aug., 1836
Berrima	Church, School, Residence, and Burial Ground	3	0	0	Jan., 1841
Braidwood	Church, School, and Residence	2	0	0	5 Sept., 1843
Brisbane, North	Burial Ground	1	0	0	30 Nov., 1853
Brisbane, South	Burial Ground	1	0	0	30 Nov., 1843
Braidwood	Burial Ground	1	0	0	5 Feb., 1844
Brisbane, North	Church, School, and Residence	0	3	24	17 Mar., 1849
Broulee	Church, School, and Residence	2	0	0	22 June, 1846
Burrigorang	Church, School, Residence, and Burial Ground	3	0	0	17 June, 1847
Bungendore	Church, School, and Residence	2	0	0	1 Feb., 1848
Bowenfels	Church, School, and Residence	2	0	0	Feb., 1856
Clarence Town	Burial Ground	1	0	0	6 Oct., 1841
Collegdar	Church, School, Residence, and Burial Ground	2	0	0	31 Aug., 1849
Cooma	Church, School, and Residence	2	0	0	8 Aug., 1850
Clarence Town	Church, School, and Residence	2	0	0	5 June, 1852
Coogee	Church, School, and Residence	2	0	0	Jan., 1856
Coalac	Church, School, and Residence	2	0	0	12 Mar., 1850
Dungog	Church and Residence	1	2	0	27 Mar., 1848

RETURN &c.—Continued.

LOCALITY.	FOR WHAT PURPOSE SELECTED.	AREA.	WHEN PROMISED.
CHURCH OF ROME—Continued.		A. R. P.	
Drayton	Church, School, and Residence	2 0 0	4 Nov., 1854
Darlinghurst, Sydney	Church	0 1 22	16 Nov., 1849
Dalby	Church and School	2 0 0	9 Aug., 1859
Emu Plains	Church, School, and Residence	2 0 0	14 Feb., 1850
East Molong	Church, School, and Residence	2 0 0	6 Jan., 1859
Ellalong	Church, School, and Residence	2 0 0	19 July, 1856
Raymond Terrace	Church, School, and Residence	2 0 0	1 Nov., 1847
Goulburn	Church and School	2 0 0	19 July, 1838
Gunning	Church, School, and Residence	2 0 0	23 June, 1846
Gosford	Church, School, and Residence	2 0 0	15 Oct., 1844
Grose Farm, Petersham	Church, School, and Residence	2 0 0	26 Nov., 1852
Gundagai, North	Church, School, and Residence	2 0 0	13 Dec., 1853
Grafton, South	Church, School, and Residence	2 0 0	13 Feb., 1855
Geringong	Church, School, and Residence	2 0 0	2 Nov., 1855
Hartley	Church, School, and Burial Ground	2 0 0	20 Nov., 1858
Howlong	Church and School	1 2 0	6 Jan., 1859
Jugiong	Church, School, and Residence	2 0 0	13 Oct., 1851
Kincumber	Church, School, and Residence	2 0 0	28 Aug., 1846
Ipswich	Church, School, and Residence	2 0 0	25 Oct., 1847
Kiama	Church, School, and Residence	2 0 0	15 June, 1855
Longbottom	Church, School, and Residence	2 0 0	2 Oct., 1844
Louisa Creek	Church and School	2 0 0	29 Mar., 1859
Maitland, West	Church	0 0 38	9 Jan., 1834
Muswellbrook	Burial Ground	1 0 0	4 Oct., 1844
Muswellbrook	Church, School, and Residence	2 0 0	4 Oct., 1844
Nimitabel	Church, School, and Residence	2 0 0	20 Nov., 1858
Mudgee	Church, School, and Residence	2 0 0	24 Dec., 1849
Mogo Creek	Burial Ground	1 0 0	29 July, 1850
Moruya	Church, School, and Residence	2 0 0	13 Oct., 1851
Marulan	Church, School, and Residence	2 0 0	3 Dec., 1855
Molong, West	Church and School	2 0 0	6 Jan., 1859
Orange	Church, School, and Residence	2 0 0	21 Sept., 1853
Popran Creek	Church, School, and Residence	2 0 0	24 June, 1846
Pictou, Upper	Church, School, Residence, and Burial Ground	3 0 0	9 June, 1841
Port Macquarie	Church, School, and Residence	2 0 0	25 June, 1844
Petersham	Residence	0 0 33	25 Feb., 1850
Prospect	Church, School, and Residence	2 0 0	25 Feb., 1850
Panbula	Church, School, and Residence	2 0 0	5 June, 1852
Queanbeyan	Burial Ground	1 0 0	29 Jan., 1847
Richmond	Church, School, Residence, and Burial Ground	3 3 0	9 May, 1836
Sofala	Church, School, and Residence	2 2 0	31 Dec., 1851
St. Philip's, Sydney	Church	0 1 6	Jan., 1834
St. Leonard's, North Shore	Church, School, and Residence	2 0 0	17 July, 1856
Tamworth	Church, School, and Residence	2 0 0	17 Dec., 1849
Tumut	Church, School, and Residence	2 0 0	24 Sept., 1850
Tenterfield	Church and School	1 2 0	13 Sept., 1858
Windsor	Church, Residence, and Burial Ground	4 0 15	22 July, 1833
Wollongong	Burial Ground	1 0 0	26 Mar., 1848
Watson's Bay, Sydney	Church, School, Residence, and Burial Ground	2 0 0	28 Oct., 1841
Wellington	Church, School, and Residence	1 2 0	13 Mar., 1855
Wagga Wagga	Church and School	1 0 0	6 Feb., 1858
Wattle Flat	Church, School, Residence, and Burial Ground	3 0 0	8 Feb., 1859
Yass	Church, Residence, and Burial Ground	2 0 0	5 Sept., 1843

Surveyor General's Office,
Sydney, 17 October, 1859.

A. G. McLEAN,
A. S. G.

A STATEMENT of all sums paid into the Colonial Treasury, by the Bishop of Sydney, on account of the Sales of Bishopthorpe Lands.

	£	s.	d.
31 December, 1857	500	0	0
16 March, 1858	380	0	0
1 July, 1858	86	13	4
2 August, 1858	300	0	0
10 August, 1858	200	0	0
6 January, 1859	300	0	0
17 January, 1859	100	0	0
25 February, 1859	41	13	4
26 February, 1859	60	0	0
4 March, 1859	25	0	0
9 August, 1859	250	0	0
13 August, 1859	100	0	0
29 August, 1859	150	0	0
	£	2,493	6 8

HENRY LANE.

1859.

Legislative Assembly.
NEW SOUTH WALES.

LANDS SOLD IN THE NOWRA AND GOOD DOG MUNICIPALITY.
 (RETURN RELATIVE TO.)

Ordered by the Legislative Assembly to be Printed, 13 December, 1859.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 7 October, 1859, praying that His Excellency the Governor General would be pleased to cause to be laid upon the Table of this House,—

“ A Return shewing all Lands sold in the Nowra and Good
 “ Dog Municipality, setting forth the names of each purchaser,
 “ the date of the transaction, the extent of and price paid for
 “ each lot, at per acre or otherwise, and, if any has been granted,
 “ for what service.”

(*Mr. Garrett.*)

LANDS SOLD IN THE NOWRA & GOOD DOG MUNICIPALITY.

RETURN shewing all Lands in the Nowra and Good Dog Municipality, setting forth the names of each Purchaser, the date of the transaction, the extent of, and price paid for each Lot; and also Lands granted.

Date of Sale.	No. of Lot.	Area.			To whom Sold.	Price paid.		
		a.	r.	p.		£	s.	d.
1839.								
13 August	33	640	0	0	Alexander Berry	928	0	0
14 "	12	912	0	0	John Berry	1,368	0	0
" "	13	640	0	0	Do.	832	0	0
13 Nov.	23	732	0	0	Alexander Berry	256	0	0
11 Dec.	2	640	0	0	William Berry	384	0	0
" "	3	640	0	0	Hughes and Hosking	384	0	0
" "	4	640	0	0	Alexander Berry	384	0	0
1840.								
10 June	11	82	0	0	J. J. Peacock	180	10	0
1841.								
11 August	24	640	0	0	Alexander Berry	384	0	0
1844.								
11 Sept.	6	50	0	0	J. D. Johnston & George Jamieson	50	0	0
" "	7	49	0	0	Do. Do.	49	0	0
1846.								
14 Oct.	46	40	2	0	William Spain	109	7	0
1847.								
16 June	16	53	0	0	John Miller	43	0	0
11 August	9	20	2	0	Do.	41	0	0
" "	8	21	2	0	Do.	43	0	0
1848.								
9 July	5	25	0	0	Edward Elliott	25	0	0
1850.								
9 Oct.	6	20	0	0	William Spain	40	0	0
" "	7	20	0	0	Do.	40	0	0
" "	8	40	0	0	Do.	40	0	0
1851.								
26 Feb.	35	101	2	0	James Graham	208	1	6
" "	27	50	0	0	Zaccheus Glanville Bice	50	0	0
" "	29	50	0	0	John Frederick Mann	50	0	0
" "	30	100	0	0	Patrick Dwyer	100	0	0
" "	31	101	2	0	Thomas Dillon	101	10	0
" "	32	50	0	0	Charles Comerford	50	0	0
" "	33	50	0	0	William M'Grath	50	0	0
4 April	30	62	2	0	Anne Lyle Richardson	62	10	0
" "	31	62	2	0	Donald Monro	62	10	0
" "	27	48	2	16	Denis Brown	48	10	6
19 May	34	40	0	0	Richard Hampton	40	0	0
3 Sept.	11	108	0	0	James Graham	108	0	0
" "	12	85	2	0	Do.	85	10	0
13 Nov.	40	30	0	0	David James	30	0	0
1852.								
26 Feb.	23	50	0	0	Edward Bryant	50	0	0
" "	24	50	0	0	Do.	50	0	0
" "	25	101	2	0	William Adams	101	10	0
28 "	26	29	0	0	Jane Burke	29	0	0
30 April	43	100	0	0	Patrick M'Grath	100	0	0
" "	44	100	0	0	Mark M'Grath	100	0	0
" "	51	310	0	0	Robert Owen	310	0	0
" "	54	43	2	0	Thomas M'Kenzie	43	10	0
" "	55	32	2	0	Robert Owen	32	10	0

LANDS SOLD IN THE NOWRA AND GOOD DOG MUNICIPALITY. 3

Date of Sale.	No. of Lot.	Area.			To whom Sold.	Price paid. †		
		a.	r.	p.		£	s.	d.
1852.								
30 April	56	48	0	0	Robert Owen	48	0	0
" "	57	36	0	0	William M'Grath	36	0	0
" "	58	38	0	0	Robert Owen	38	0	0
" "	59	48	2	0	Francis M'Kenzie	48	10	0
" "	45	142	0	32	Henry Hodgkinson	142	4	0
" "	48	80	0	0	Do.	80	0	0
" "	49	76	0	0	Do.	76	0	0
" "	47	79	3	8	Do.	79	16	0
" "	52	94	0	0	Francis and James M'Grath	94	0	0
20 June	50	42	0	0	Arthur Wellington Elyard	42	0	0
22 "	42	95	0	0	Robert Owen	95	0	0
31 July	28	50	0	0	Zaccheus Glanville Bice	50	0	0
31 August	46	79	0	0	Henry Hodgkinson	79	0	0
1853.								
"	...	20	0	0	Edward Elliott	20	0	0
"	...	44	2	0	Robert Condie	104	11	6
"	...	16	1	24	W. Spain	16	10	6
"	...	14	1	0	Patrick Spain	35	12	6
26 Feb.	32	50	0	0	Robert Owen	50	0	0
" "	33	50	0	0	Do.	50	0	0
" "	34	70	0	0	Do.	70	0	0
2 March	21	50	0	0	Do.	50	0	0
" "	22	50	0	0	Do.	50	0	0
" "	23	50	0	0	Do.	50	0	0
" "	25	95	0	0	Do.	95	0	0
" "	29	50	0	0	Do.	50	0	0
" "	53	84	0	16	Do.	84	2	0
" "	26	40	0	0	Do.	40	0	0
9 "	24	50	0	0	Do.	50	0	0
10 "	28	50	0	0	Do.	50	0	0
20 "	69	98	2	0	John Gibson	132	19	6
10 August	1	30	0	0	James Evans	30	0	0
27 Sept.	45	100	0	0	Edward Elliott	100	0	0
1855.								
26 May	66	22	0	0	Hugh Halcrow	44	0	0
29 "	20	78	0	0	John Faulks	351	0	0
" "	21	78	0	0	Do.	370	0	0
" "	22	78	0	0	Robert Gardner	390	0	0
" "	23	74	0	16	John Thorburn	296	8	0
" "	24	76	0	0	Robert Thorburn	399	0	0
" "	25	80	0	0	Do.	404	0	0
" "	26	80	0	0	William Thorburn	160	0	0
" "	27	80	0	0	Do.	200	0	0
" "	39	35	0	16	James M'Grath	35	2	0
" "	40	37	0	24	Donald Munro	37	3	0
" "	37	51	1	16	James Gunn	51	5	7
" "	41	106	2	0	John Matheson	106	10	0
" "	38	51	3	32	William M'Grath	51	15	8
" "	44	30	0	0	Isaac Barclay	30	0	0
" "	45	50	0	0	Hector M'Kenzie	50	0	0
" "	46	55	0	0	Thomas M'Kenzie, junior	55	0	0
" "	49	38	2	16	Michael Hyam	38	12	0
" "	43	51	0	0	Thomas Pollack	51	0	0
" "	62	56	0	24	Hugh Halcrow	56	0	0
" "	1	66	2	32	Kieran Brown	66	14	0
" "	2	34	2	0	John Ward	34	10	0
" "	3	35	0	22	Kieran Brown	42	3	4
" "	4	38	1	16	James M'Grath	95	17	6
" "	5	42	1	8	John Raftray	42	6	0
" "	6	49	3	0	James M'Grath	49	15	0
" "	8	43	3	0	John Feehan	43	15	0
" "	9	48	3	20	Thomas Soper	195	10	0
" "	10	75	2	0	Matthew Shearlock	98	3	0
" "	11	72	2	0	William Doherty	148	12	6
" "	12	50	1	24	John Daly	50	8	0
" "	28	91	0	0	Donald M'Pherson	273	0	0
" "	29	43	2	20	John Faulks	299	0	8
" "	30	53	2	16	John M'Pherson	337	13	8
" "	31	46	2	16	Kenneth M'Kenzie	100	3	10
" "	32	51	1	0	Thomas M'Kenzie, senior	192	3	0

4 LANDS SOLD IN THE NOWRA AND GOOD DOG MUNICIPALITY.

Date of Sale.	No. of Lot.	Area.	Date of Sale.	Price paid.
		a. r. p.		£ s. d.
1855.				
29 May	16	51 1 32	Alexander Berry	51 9 0
" "	17	52 2 0	Do.	52 10 0
" "	18	63 0 0	Do.	189 0 0
" "	19	54 0 0	Do.	110 14 0
" "	13	69 0 32	Thomas Dillon	76 2 5
" "	14	84 0 0	Hugh Kinnear	84 0 0
22 August	1	307 2 0	Alexander McKay	307 10 0
23 Sept.	2	303 0 28	Bernard Brown	303 3 6
Selection Sale of 31 August	2	39 0 0	Michael Hyam	39 0 0
" "	9	40 0 0	Henry Moss	40 0 0
" "	10	40 0 0	William Purdie	40 0 0
" "	11	40 0 0	Do.	40 0 0
" "	18	41 1 24	Michael Hyam	36 5 10
31 Oct.	1	37 0 0	George Legg	37 0 0
" "	3	39 0 0	Henry Moss	42 18 0
" "	12	38 0 0	Anna Jessie Williamson	38 0 0
" "	13	40 0 0	John Macallan	40 0 0
" "	16	38 0 0	William Purdie	38 0 0
" "	17	35 2 0	Do.	35 10 0
" "	19	38 0 0	Michael Hyam	38 0 0
" "	20	38 0 0	Robert Gardner	38 0 0
" "	21	37 1 14	Do.	37 6 9
" "	22	40 3 10	Josiah Born	40 16 3
" "	23	24 3 0	William Purdie	64 19 5
Selection Sale of 31 October	4	39 0 0	D. Gallaway and J. Gallaway	39 0 0
" "	6	40 0 0	Thomas Goddart	40 0 0
" "	7	33 0 0	Isabella Goddart	38 0 0
" "	8	40 0 0	Thomas Goddart	40 0 0
" "	14	36 0 0	Alexander Gallaway	36 0 0
1856.				
26 March	1	29 1 24	James Waddington	29 8 0
" "	2	14 0 0	Do.	35 0 0
" "	5	49 1 0	James Cumberland	49 5 0
Selection Sale of 26 March	28	48 3 0	James McGrath	48 15 0
9 Oct.	20	36 0 0	Michael Hyam	36 0 0
" "	21	29 2 0	Do.	29 10 0
" "	22	25 0 0	Do.	25 0 0
" "	4	33 2 0	J. Taylor	33 10 0
" "	10	28 3 0	Michael Hyam	28 15 0
" "	9	27 3 0	Catherine Jozep & E. Fitzgerald	27 15 0
" "	17	40 0 0	Michael Hyam	40 0 0
" "	18	40 0 0	Do.	40 0 0
" "	19	38 0 0	Do.	38 0 0
" "	23	36 0 0	Do.	36 0 0
" "	16	38 0 0	Do.	38 0 0
" "	6	49 0 0	Martin Kunkel	49 0 0
" "	5	49 0 0	Joseph Carberry	49 0 0
" "	8	35 0 0	Cornelius Leary	35 0 0
" "	15	38 0 0	Jeremiah Leary	38 0 0
14	53	68 0 0	Hugh Halcrow	102 0 0
1857.				
27 April	17	30 0 0	John Miller	30 0 0
18 Sept.	32	640 0 0	John Berry	160 0 0
" "	34	1,082 0 0	Do.	270 0 0
" "	35	640 0 0	Do.	160 0 0
" "		4,000 0 0	Edward Wolstoncroft, now A. Berry	1,000 0 0
" "		4,000 0 0	Alexander Berry	1,000 0 0
1858.				
4 Sept.	17	57 0 0	John Moses Murphy	119 14 0
" "	18	47 2 0	Do.	61 15 0
" "	19	50 0 0	Connor Cleary	50 0 0
" "	20	60 0 0	A. De Mestre	60 0 0
" "	22	50 0 0	Do.	50 0 0
" "	27	39 0 0	Michael Hyam	39 0 0
" "	30	62 0 0	Do.	62 0 0

RESERVES.

Reserved for Public Recreation, 640 acres, less one acre and sixteen perches for Pound.
Reserve for Wharf, sixty acres.
Wesleyan Chapel, one acre.
Dwelling, two roods.
School, two roods.

LANDS SOLD IN THE NOWRA AND GOOD DOG MUNICIPALITY. 5

SUBURBAN LOTS—NOWRA.

Date.	Allotment.	Section.	Area.			Name of Purchaser.	Upsset price per Lot.	Price realised.		
			a.	r.	p.			£	s.	d.
1856.										
2 April	22	...	7	0	0	Cornelius Flyn	50s.	18	7	6
"	23	...	10	0	0	John Ballantyne	"	26	5	0
"	37	...	10	0	0	Michael Hyam	"	26	5	0
"	38	...	33	1	16	James Graham	"	41	13	9
"	39	...	11	2	0	James M'Guire	"	30	3	9
"	40	...	10	0	0	Duncan M'Pherson	"	26	5	0
"	41	...	10	0	0	Kieran Brown	"	26	5	0
"	42	...	10	0	0	John Wheatley, senior	"	26	5	0
"	43	..	10	0	0	Michael Hyam	"	26	5	0
"	44	...	10	0	0	Charles Comerford	"	27	10	0
"	49	...	13	0	0	Thomas Borth	"	34	2	6
"	50	...	13	0	0	William Rouse	"	32	10	0
"	51	...	13	0	0	Henry Montgomery	"	32	10	0
"	52	...	13	0	0	Michael Hyam	"	32	10	0
"	53	...	14	3	32	Do.	"	37	7	6
3 "	1	9	1	0	0	John Smith	£4	4	0	0
2 Sept.	1	8	1	1	24	Do.	"	5	12	0
"	2	8	1	1	24	Michael Hyam	"	5	12	0
"	3	8	1	1	24	Do.	"	5	12	0
"	4	8	1	1	24	Do.	"	5	12	0
"	5	8	1	1	24	Do.	"	5	12	0
"	1	21	1	1	24	Do.	"	5	12	0
"	2	21	1	1	24	Do.	"	5	12	0
"	3	21	1	1	24	Do.	"	5	12	0
"	4	21	1	1	24	Do.	"	5	12	0
"	5	22	1	1	24	Do.	"	5	12	0
"	6	21	2	0	16	Do.	£3	6	6	0
1857.										
5 Jan.	5	9	1	0	0	John Smith	£4	4	0	0
"	1	20	1	0	0	William Rose.....	"	4	0	0
"	2	20	1	0	0	Michael Hyam	"	4	0	0
"	3	20	1	0	0	Do.	"	4	0	0
"	4	20	1	0	0	Do.	"	4	0	0
"	5	20	1	0	0	Do.	"	4	0	0
"	1	25	1	0	0	Do.	"	4	0	0
"	2	25	1	0	0	Do.	"	5	12	6
"	3	25	1	0	0	Do.	"	5	15	0
"	4	25	1	0	0	Do.	"	4	0	0
"	5	25	1	0	0	Do.	"	4	0	0
"	3	35	1	0	0	Do.	"	4	0	0
"	4	35	1	0	0	Do.	"	4	0	0
"	5	35	1	0	0	Do.	"	4	0	0
"	6	35	1	0	0	Do.	"	4	0	0
"	7	35	1	0	0	Do.	"	4	0	0
7 Nov.	4	24	2	2	0	Janet Berric	£3	7	10	0
"	3	34	1	0	0	James Lamond	£4	4	0	0
"	7	34	1	0	0	Michael Hyam	"	4	0	0
17 Dec.	2	9	1	0	0	John Smith	"	5	1	0
"	3	9	1	0	0	Do.	"	4	0	0
"	4	9	1	0	0	Do.	"	4	0	0
"	6	25	1	0	0	Michael Hyam	"	4	0	0
"	7	25	1	0	0	Do.	"	4	1	0
"	8	25	1	0	0	Do.	"	4	0	0
"	9	25	1	0	0	Do.	"	4	0	0
"	10	25	1	0	0	Do.	"	4	0	0
1858.										
3 Sept.	1	32	2	0	0	Robert Armstrong	£3	7	10	0
"	2	32	2	0	0	Do.	"	7	10	0
"	6	33	1	0	0	Do.	£4	4	0	0
"	7	33	1	0	0	Do.	"	4	0	0
4 "	...	...	14	1	0	Patrick Spain .....	...	35	12	6
1859.										
14 Feb.	1	35	2	2	0	Edwin Palmer	£3	9	10	0
"	2	35	2	2	0	John Hibbard.....	"	7	10	0

6 LANDS SOLD IN THE NOWRA AND GOOD DOG MUNICIPALITY.

Date.	Allotment.	Section.	Area.			Name of Purchaser.	Upset price per Lot.	Price realised.		
			a.	r.	p.			£	s.	d.
1859.										
14 Feb.	1	36	2	2	0	Michael Hyam	£3	7	10	0
"	2	36	2	2	0	Do.	"	7	10	0
"	3	36	2	2	0	Do.	"	7	10	0
"	4	36	2	2	0	Do.	"	7	10	0
6 July	3	32	1	0	0	Willet Burry	£4	4	0	0
"	4	32	1	0	0	Do.	"	4	0	0
"	5	32	1	0	0	Do.	"	4	0	0
"	6	32	1	0	0	Do.	"	4	0	0
"	7	32	1	0	0	Do.	"	4	0	0
"	3	33	1	0	0	Thomas Grieve	"	4	0	0
"	4	33	1	0	0	Do.	"	4	0	0
"	5	33	1	0	0	Do.	"	4	0	0
"	2	34	2	2	0	George Tory	£3	9	7	6
"	4	34	1	0	0	Do.	£4	4	0	0
"	5	34	1	0	0	Do.	"	4	10	0
"	6	34	1	0	0	Do.	"	4	18	6
8 Sept.	1	13	0	3	32	Annie Elizabeth Tory	"	3	16	0
"	2	13	0	3	32	Do.	"	3	16	0
"	4	13	0	3	32	Donald M'Kenzie	"	3	16	0
"	5	13	0	3	32	Alexander M'Pherson	"	3	16	0
"	6	13	1	0	0	Hugh Houston Taylor	"	4	0	0
"	7	13	1	0	0	Do.	"	4	0	0
"	8	13	1	0	0	Do.	"	10	0	0
"	9	13	1	0	0	John Wheeler.....	"	4	15	0
"	10	13	1	0	0	Do.	"	5	0	0
"	6	16	1	0	0	William Gollan, junior	"	4	0	0
"	7	16	1	0	0	Do.	"	4	0	0
"	10	16	1	0	0	Donald M'Kenzie	"	4	0	0
"	1	28	0	3	32	Willet Burry	"	7	17	6
"	2	28	0	3	32	Do.	"	11	17	6
"	3	28	0	3	32	Do.	"	11	8	0
"	4	28	0	3	32	Do.	"	10	9	0
"	5	28	0	3	32	Do.	"	10	14	0
"	6	28	1	0	0	Caroline Cardwell	"	11	0	0
"	7	28	1	0	0	Do.	"	6	0	0
"	8	28	1	0	0	Stephen Crouch	"	6	5	0
"	9	28	1	0	0	Willet Burry	"	4	5	0
"	10	28	1	0	0	Do.	"	4	0	0
"	5	29	0	3	32	Stephen Crouch	"	4	0	9

TOWN ALLOTMENTS, NOWRA.

1855.										
2 April	1	5	0	2	0	Henry Montgomery	£8	9	2	6
"	2	5	0	2	0	Do.	"	7	2	6
"	3	5	0	2	0	George Tory	"	6	10	0
"	4	5	0	2	0	Cornelius Flyn	"	7	10	0
"	5	5	0	2	0	Do.	"	7	0	0
"	6	5	0	2	0	Francis Richard Raymond...	"	4	5	0
"	7	5	0	2	0	Michael Hyam	"	5	2	6
"	8	5	0	2	0	James Selwyn Bloxham.....	"	5	10	0
"	13	5	0	2	0	Charles Comerford ...	"	18	3	6
"	14	5	0	2	0	Cornelius Flyn	"	30	10	0
"	15	5	0	2	0	Charles Comerford	"	8	10	0
"	16	5	0	2	0	Do.	"	10	0	0
"	17	5	0	2	0	Michael Hyam	"	7	15	0
"	18	5	0	2	0	Henry Moss	"	7	10	0
"	19	5	0	2	0	Do.	"	8	0	0
"	20	5	0	2	0	Michael Hyam	"	8	0	0
"	1	7	0	2	32	John Smith	"	6	10	0
"	2	7	0	2	32	Do.	"	10	10	0
"	3	7	0	2	32	Do.	"	8	0	0
"	4	7	0	2	32	James M'Guire	"	12	5	0
"	5	7	0	2	32	Do.	"	9	10	0
"	6	7	0	2	32	Do.	"	9	0	0
"	7	7	0	2	32	Do.	"	10	0	0
"	8	7	0	2	32	Do.	"	11	0	0
"	9	7	0	2	32	Do.	"	17	5	0
"	10	7	0	2	32	Cornelius Flyn	"	20	0	0
"	2	10	0	2	0	George P. D. Miller	"	9	0	0
"	3	10	0	2	0	John Wheatley, senior	"	10	0	0
"	4	10	0	2	0	Do.	"	13	0	0

LANDS SOLD IN THE NOWRA AND GOOD DOG MUNICIPALITY. 7

Date.	Allotment.	Section.	Area.			Name of Purchaser.	Upset price per Lot.	Price realised.		
			a.	r.	p.			£	s.	d.
1855.										
2 April	5	10	0	2	0	John Wheatley, senior	£8	8	0	0
"	6	10	0	2	0	Do.	"	6	10	0
"	7	10	0	2	0	John Shepherd	"	4	17	0
"	8	10	0	2	0	Thomas M'Kenzie	"	5	15	0
"	9	10	0	2	0	John Faulks	"	5	15	0
"	10	10	0	2	0	Do.	"	6	5	0
"	11	10	0	2	0	William Gollan, junior	"	12	0	0
"	12	10	0	2	0	Do.	"	6	10	0
"	13	10	0	2	0	John Booth	"	6	10	0
"	14	10	0	2	0	Do.	"	17	0	0
"	15	10	0	2	0	Oswald Hitchcock	"	9	10	0
"	16	10	0	2	0	Do.	"	7	5	0
"	17	10	0	2	0	Michael Hyam	"	7	5	0
"	18	10	0	2	0	Henry Montgomery	"	7	2	6
"	19	10	0	2	0	Henry Moss	"	7	5	0
"	20	10	0	2	0	George P. D. Miller	"	8	0	0
"	1	19	0	2	0	John Parnell	"	7	5	0
"	2	19	0	2	0	Do.	"	4	15	0
"	3	19	0	2	0	John Faulks	"	5	0	0
"	4	19	0	2	0	Do.	"	6	10	0
"	5	19	0	2	0	Do.	"	4	5	0
"	6	19	0	2	0	John Berrie	"	4	0	0
"	7	19	0	2	0	Do.	"	5	0	0
"	8	19	0	2	0	John Shepherd	"	4	0	0
"	9	19	0	2	0	William Rouse	"	4	8	0
"	10	19	0	2	0	John Alexander Irving	"	4	5	0
"	11	19	0	2	0	Thomas Booth	"	10	5	0
"	12	19	0	2	0	Do.	"	5	5	0
"	13	19	0	2	0	Do.	"	8	0	0
"	14	19	0	2	0	Do.	"	13	15	0
"	15	19	0	2	0	Michael Hyam	"	6	15	0
"	16	19	0	2	0	Do.	"	6	15	0
"	17	19	0	2	0	Do.	"	6	15	0
"	18	19	0	2	0	James M'Guire	"	7	0	0
"	19	19	0	2	0	George P. D. Miller	"	7	2	6
"	20	19	0	2	0	Bernard Brown	"	6	0	0
3 July	1	4	0	2	0	James Davis	"	4	8	0
"	2	4	0	2	0	James Tansley	"	4	1	0
"	3	4	0	2	0	Do.	"	4	1	0
"	4	4	0	2	0	James M'Guire	"	7	17	6
"	5	4	0	2	0	Do.	"	6	7	6
"	6	4	0	2	0	Robert Thorburn	"	6	2	6
"	7	4	0	2	0	Michael Hyam	"	6	2	6
"	8	4	0	2	0	Do.	"	5	15	0
"	9	4	0	2	0	Thomas Booth, junior	"	5	0	0
"	10	4	0	2	0	Do.	"	5	2	6
"	11	4	0	2	0	Cornelius Flyn	"	7	0	0
"	12	4	0	2	0	Thomas Dillon	"	5	2	6
"	13	4	0	2	0	Georgina M'Kenzie	"	4	15	0
"	14	4	0	2	0	Hector M'Kenzie	"	4	5	0
"	15	4	0	2	0	Frank Moon	"	4	2	6
"	16	4	0	2	0	Michael Hyam	"	4	0	0
"	17	4	0	2	0	James M'Guire	"	4	0	0
"	18	4	0	2	0	James Lamond	"	4	1	0
"	19	4	0	2	0	Robert Thorburn	"	4	0	0
"	20	4	0	2	0	James M'Guire	"	4	0	0
"	1	6	0	2	0	George Tory	"	4	7	6
"	2	6	0	2	0	Do.	"	5	5	0
"	3	6	0	2	0	John Smith	"	4	0	0
"	4	6	0	2	0	Do.	"	4	0	0
"	5	6	0	2	0	Do.	"	5	15	0
"	6	6	0	2	0	Robert Condie	"	4	5	0
"	7	6	0	2	0	Do.	"	4	5	0
"	8	6	0	2	0	John Bindon	"	4	0	0
"	9	6	0	2	0	Michael Hyam	"	4	5	0
"	10	6	0	2	0	James M'Guire	"	4	5	0
"	11	6	0	2	0	Do.	"	4	5	0
"	12	6	0	2	0	Joseph Booth	"	4	5	0
"	13	6	0	2	0	Do.	"	4	7	6

8 LANDS SOLD IN THE NOWRA AND GOOD DOG MUNICIPALITY.

Date.	Allotment.	Section.	Area.			Name of Purchaser.	Upset price per Lot.	Price realised.		
			a.	r.	p.			£	s.	d.
1855.										
3 July	14	6	0	2	0	Joseph Booth	£8	4	5	0
"	15	6	0	2	0	John Glanville	"	4	2	6
"	16	6	0	2	0	Do.	"	4	0	0
"	17	6	0	2	0	Do.	"	6	12	6
"	18	6	0	2	0	Do.	"	5	2	6
"	19	6	0	2	0	Do.	"	4	17	6
"	20	6	0	2	0	Do.	"	8	0	0
"	1	11	0	2	0	Michael Hyam	"	5	2	6
"	2	11	0	2	0	Do.	"	4	12	6
"	3	11	0	2	0	Thomas Booth	"	4	17	6
"	4	11	0	2	0	Do.	"	8	0	0
"	5	11	0	2	0	Henry Thomas	"	4	10	0
"	6	11	0	2	0	George Forsyth	"	4	17	0
"	7	11	0	2	0	Do.	"	4	10	0
"	8	11	0	2	0	John Booth	"	6	7	6
"	13	11	0	2	0	Richard Goodall.....	"	4	5	0
"	14	11	0	2	0	William Rouse	"	9	7	6
"	15	11	0	2	0	John Montgomery	"	4	5	0
"	16	11	0	2	0	Michael Hyam	"	4	2	6
"	17	11	0	2	0	Malcolm M'Donald.....	"	4	10	0
"	18	11	0	2	0	Do.	"	4	5	0
"	19	11	0	2	0	James M'Guire	"	4	7	6
"	20	11	0	2	0	Bernard Brown	"	5	0	0
7 Nov.	1	3	0	2	0	John Montgomery	"	4	0	0
"	3	3	0	2	0	James Lang	"	4	0	0
"	4	3	0	2	0	James Waddington.....	"	4	0	0
"	9	3	0	2	0	James M'Guire	"	4	0	0
"	10	3	0	2	0	Do.	"	4	0	0
"	11	3	0	2	0	Do.	"	4	0	0
"	12	3	0	2	0	Do.	"	4	0	0
"	3	12	0	2	0	Henry Munro.....	"	4	0	0
"	4	12	0	2	0	Do.	"	4	0	0
"	5	12	0	2	0	Do.	"	4	0	0
"	11	12	0	2	0	Margaret Jane Smith.....	"	4	0	0
1856.										
22 Jan.	1	18	0	2	0	Nathan Bowes	"	4	0	0
"	4	18	0	2	0	Edward Charles Luck	"	4	0	0
"	10	18	0	2	0	John Barnes	"	4	0	0
"	11	18	0	2	0	Do.	"	4	0	0
"	12	18	0	2	0	Do.	"	4	0	0
"	13	18	0	2	0	Do.	"	4	0	0
"	14	18	0	2	0	Do.	"	4	0	0
"	15	18	0	2	0	Do.	"	4	0	0
1857.										
7 Dec.	3	17	0	2	0	James Lamond	"	4	0	0
"	4	17	0	2	0	Do.	"	4	0	0
3 Sept.	11	17	0	2	0	Robert Armstrong	"	4	0	0
"	12	17	0	2	0	Do.	"	4	0	0
1859.										
14 Feb.	1	12	0	2	0	James M'Guire, junior	"	4	0	0
"	2	12	0	2	0	John Reardon.....	"	4	0	0
"	6	12	0	2	0	Do.	"	4	0	0
"	7	12	0	2	0	Do.	"	4	0	0
"	8	12	0	2	0	Do.	"	4	0	0
"	2	13	0	2	0	Michael Hyam	"	4	1	0
"	5	18	0	2	0	James Jamieson	"	4	0	0
"	6	18	0	2	0	Do.	"	4	0	0
"	7	18	0	2	0	Thomas Grieve	"	4	0	0
"	8	18	0	2	0	Do.	"	4	5	0
"	9	18	0	2	0	Richard Edgar Kemp.....	"	4	12	0
6 July	19	18	0	2	0	George Jamieson.....	"	4	0	0
"	20	18	0	2	0	Do.	"	4	0	0
8 Sept.	1	17	0	2	0	Donald M'Kenzie	"	4	0	0
"	1	27	0	1	36	Frederick Watkins.....	"	4	5	0
"	2	27	0	1	36	John Ballantyne.....	"	4	0	0
"	3	27	0	1	36	Jeannette Munro	"	4	0	0
"	4	27	0	1	36	William Nicholson	"	4	0	0
"	5	27	0	1	36	Do.	"	4	0	0
"	8	27	0	1	36	James M'Guire	"	4	0	0
"	9	27	0	1	36	Do.	"	4	0	0
"	10	27	0	1	36	Do.	"	5	0	0

LANDS SOLD IN THE NOWRA AND GOOD DOG MUNICIPALITY.

GRANTS—Primary, or Additional, under then existing Regulations, without Service.

AREA.	To WHOM GRANTED.	WHEN.
a. r. p.		
1,280 0 0	Charles Staples, now Alexander Berry	20 May, 1837.
50 0 0	James Donnelly	28 November, 1837.
1,280 0 0	Richard Mutton, now Alexander Berry	26 December, 1836.
100 0 0	Walter Butler	11 June, 1851.
2,560 0 0	William Morgan	18 February, 1840.
960 0 0	Thomas Coutts, now Alexander Berry	20 February, 1838.
640 0 0	J. Layton	September, 1829.
4,000 0 0	Aspinall and Brown, now Alexander Berry ...	29 May, 1838.

A. G. McLEAN,
Acting Surveyor General.

1859.

Legislative Assembly.

NEW SOUTH WALES.

LANDS GRANTED IN THE POLICE DISTRICT
OF SHOALHAVEN.

(RETURN RELATIVE TO.)

Ordered by the Legislative Assembly to be Printed, 13 December, 1859.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 7 October, 1859, praying that His Excellency the Governor General would be pleased to cause to be laid upon the Table of this House,—

“ A Return of all Lands granted in the Police District of Shoal-
“ haven, to whom granted, for what Public Service granted,
“ together with the area of said grants—distinguishing the
“ Lands granted as unprofitable swamps.”

(*Mr. Garrett.*)

LANDS GRANTED IN THE POLICE DISTRICT OF SHOALHAVEN.

A RETURN of all Lands granted in the Police District of Shoalhaven, to whom granted, for what public service granted, together with the area of said grants—distinguishing the lands granted as unprofitable swamps.

TO WHOM GRANTED.	FOR WHAT PUBLIC SERVICE GRANTED.	AREA OF GRANT.	REMARKS.
Bland W.	Grants Primary or Additional, or as Marriage Portions, or for the maintenance of Convicts under the then existing Regulations (Without Service.)	Acres.	
Bourke J., now Berry A.		1,000	
Berry and Wolstoncroft		2,560	
Hamilton Hume, now Berry Alexander.		10,000	
Berry Alexander		*112	
Wolstoncroft E.		2,000	
Hamilton Hume, now Berry Alexander.		1,500	
Campbell Thomas		*1,088	
De Mestre P.		1,280	
Dutton H. P.		1,280	
Elyard W., senior		1,300	
Farmer James		2,560	
Glanville Richard		2,560	
Glanville Richard		320	
Hawdon John		320	
Kendall The Revd. T.		2,560	
Lambert Robert		2,560	
Lamb John		2,560	
Macloay Alexander		2,560	
Morris W. T., now S. Stephen		1,920	
Rutter Miss, now Hindmarsh Mrs.		100	
Rutter Miss C., now Kendall Mrs. T.		100	
Richardson J. G., now Berry A.		2,560	
Reiby Mary		800	
Stephen Sydney		2,560	
Stephen Sydney		2,560	
Thomson E. Deas	2,560		
Wetherman Wm., now Berry A.	600		

*Forming a Grant of 1,200 acres to Hamilton Hume.

Surveyor General's Office,
Sydney, 13 December, 1859.

A. G. M'LEAN,
Acting Surveyor General.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

**CROWN LANDS AND PUBLIC IMPROVEMENTS
IN THE CLARENCE DISTRICT.**

(RETURN RELATIVE TO.)

Ordered by the Legislative Assembly to be Printed, 25 January, 1860.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 5 October, 1859, praying that His Excellency the Governor General would be pleased to cause to be laid upon the Table of this House,—

“ A Return of all Moneys derived from the Sale and Leases of
“ Crown Lands in the District of the Clarence since the date of
“ the introduction of Responsible Government in New South
“ Wales,—distinguishing the Sales and Leases in the Town of
“ Grafton, the Police District of Grafton, and the District of
“ the Richmond; and also a Return shewing the Amount
“ Expended in Public Improvements in each locality.”

(*Mr. Irving.*)

CROWN LANDS AND PUBLIC IMPROVEMENTS IN THE
CLARENCE DISTRICT.

RETURN of all Moneys derived from the Sale of Crown Land in the District of Clarence, from the date of the introduction of Responsible Government into New South Wales to the 30th June, 1859; distinguishing the Sales in the District of Clarence; the Pastoral District of Clarence; the Police District of Clarence; the Police District of Grafton; the Town of Grafton; and District of Richmond.

	£	s.	d.
District of Clarence.....	50,448	7	10
Pastoral District of Clarence	14,546	9	1
Police District of Clarence	36,140	3	9
Police District of Grafton	34,069	19	3
Town of Grafton	3,009	0	2
District of Richmond	2,070	4	6

*Surveyor General's Office,
Sydney, 29 November, 1859.*

RETURN of all Moneys received upon Leases of Lands beyond the Settled Districts, in the Clarence River District, since the inauguration of Responsible Government, viz., 24th November, 1855.

		£	s.	d.
Rent.....	1856-7	1,764	8	0
Do.	1857-8	1,769	19	0
Do.	1858-9	1,809	19	0
Do.	1859-60.....	1,918	10	6
		£	7,262	16 6

RETURN of all Moneys derived from Leases of Crown Lands in the settled portion of the Clarence District since the date of introduction of Responsible Government in New South Wales,—distinguishing Leases in the Police District of Grafton, and in the District of the Richmond.

	£	s.	d.		£	s.	d.
From 24 Nov. to 31 { Police District of Grafton .. 25 4 10 } Total in the Cla- Dec., 1855 { Police District of Richmond. } rences District ..					25	4	10
For the year 1856.... { Police District of Grafton .. 253 11 8 } Total in the Cla- { Police District of Richmond. 12 0 0 } rences District ..					265	11	8
For the year 1857.... { Police District of Grafton .. 252 0 3 } Total in the Cla- { Police District of Richmond. 25 10 0 } rences District ..					277	10	3
For the year 1858.... { Police District of Grafton .. 291 1 7 } Total in the Cla- { Police District of Richmond. 12 0 0 } rences District ..					303	1	7
For the year 1859.... { Police District of Grafton .. 71 18 0 } Total in the Cla- { Police District of Richmond. } rences District ..					71	18	0
Total in the Settled portion of the Clarence District from 24 November, 1855, to the 31st of December, 1859					£943	6	4

RETURN

CROWN LANDS AND PUBLIC IMPROVEMENTS IN THE CLARENCE DISTRICT. 3

RETURN shewing the Public Improvements in the District of the Clarence, since the date of the introduction of Responsible Government in New South Wales, so far as can be ascertained from the accounts in this office.

YEAR OF EXPENDITURE.	PARTICULARS OF EXPENDITURE.	AMOUNT.	TOTAL.
PUBLIC WORKS AND BUILDINGS.			
1856	Repairs to Lock-up at Grafton	74 2 0	
1858	Watch-house, Casino.....	250 0 0	
"	Furniture for ditto	18 12 7	
"	Fencing Police Paddock, Casino	55 1 4	
"	Watch-house, Richmond River Heads (Ballina)	400 0 0	
1859	Court-house, Casino	500 0 0	
			1,297 15 11
ROADS.			
1857	Armidale to Grafton .....(moiety)	250 0 0	
"	Grafton to Tenterfield(")	250 0 0	
1858	Do. do.(")	250 0 0	
"	Armidale to Grafton(")	250 0 0	
"	New Line of Road from Grafton to Tenterfield(")	150 0 0	
1859	Grafton to Armidale(")	472 10 0	
"	Grafton to Tenterfield(")	420 0 0	
"	Lawrence to the Grafton and Tenterfield Road(")	280 0 0	
"	Grafton to Casino(")	490 0 0	
			2,812 10 0
			4,110 5 11

Audit Office, Sydney,
20 January, 1860.

W. C. MAYNE,
Auditor General.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

MAITLAND PASTURAGE RESERVE.

(PETITION OF CERTAIN INHABITANTS OF MAITLAND.)

Ordered by the Legislative Assembly to be Printed, 3 February, 1860.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Inhabitants of Maitland and its vicinity,—

HUMBLY SHEWETH :—

That the Town of Maitland was first surveyed by Government in or about the year one thousand eight hundred and twenty-nine, only a portion of the Crown Land was then laid down in allotments, a large portion (about 300 acres) towards the south being marked on the plan "for Town Reserve," and a more distant part (about 800 acres) towards the east being marked "Reserve for Pasturage for Maitland."

About 200 allotments in the Township were then sold, being almost all the land so laid down in allotments; but a most effective impediment was then made to the further increase of the Town by the difficulty of obtaining allotments to be put up for sale, for although the streets were marked out, and the sections shewn in blocks on the said plan, exhibited at the Court House, yet for many years the Government delayed a further survey—in fact it is believed no survey was made from 1829, the date of Town plan until about 1852, when the increased demand for land consequent on the discovery of gold urged the Government to mark out other allotments; but these allotments were all marked out and sold by the Plan of 1829, which had remained at the Court House, and was exhibited to the purchasers at the time of sale. About this time the sale of land was committed to Local Commissioners, and the original plan was sent into Government, and a duplicate made for the Commissioner at Maitland, who now has such duplicate in his possession, and who has hitherto effected all sales by it.

About the year 1854 the Government were about conveying to a Mr. Osborne a portion of the Reserve marked for Town Reserve; it was to be conveyed as compensation for some deficiency in a grant of land at Illawarra, but your memorialists represented that such Land could not be used for any other purpose than that for which it was reserved on the plan, and (after an appeal by your Petitioners to your Honorable House) the intention of improperly disposing of it was abandoned. During the investigation of the case a Plan of the Town was lithographed, to accompany the printed documents, and for the information of your Honorable House, and by that plan your Honorable House will perceive that the original intention was still preserved, and that the Pasturage Reserve was still set forth as 'Reserve for Pasturage for Maitland.' It was not until the year 1855 that any departure from the Plan of 1829 was suggested, when a plan was sent to the Local Commissioner, on which it appeared that the Reserve which up to that time had been marked on all plans as "Reserve for Pasturage for Maitland," had been differently designated, being therein marked "Reserve for Pasturage and Extension."

Thus your Honorable House will perceive all those persons who had purchased allotments on the faith of the Town Plan of 1829, and with the rights of participating in the benefits of a commodious commonage, were threatened to be deprived of these rights, but as no overt act followed the issuing of this last plan, no action was taken in the matter; it was

not until about the year 1858 that a plan shewing the resumption of the Government of a portion of the Pasturage Reserve was sent to the Local Commissioner of Crown Lands; and it was not until the present year of 1860 that this plan (lithographed and dated November, 1859,) was published by authority and sent to the Commissioner for sale. Your Petitioners beg to annex hereto a copy thereof, and to call the attention of your Honorable House to the fact, that on the portion which is marked in the plans of 1829 and 1854, "Reserve for Pasturage for Maitland," the Government have now marked out allotments for sale and other purposes, and have designated the Reserve as "Reserve for Town Extension and Temporary Pasturage."

It would be idle to trouble your Honorable House with particulars of the many remonstrances which have been from time to time made against this unjustifiable alteration of the Town Plans, and it will be sufficient to say that after mature consideration and full public discussion, your Petitioners have come to a conclusion that the only recourse now open is a second appeal to your Honorable House.

Your Petitioners humbly represent that the question for consideration by your House is, whether the Government have or have not dedicated the Pasturage Reserve to the use of the inhabitants.

And your Petitioners, in their behalf, would humbly represent,—

That the original survey was made with the intention of reserving the Pasturage as a Commonage for the Town.

That the Sale Plans shew it to be a Reserve for Pasturage only.

That the Government are bound by their Sale Plan, and that the inhabitants have claims to the enjoyment of Public Reserves, as recognised by the Commonage Act and the Public Parks Act of 1854, while the Municipality Act of 1858 secures to Country Municipalities the management of public places for recreation, and of Lands lawfully set apart as a Commonage for the depasturing of sheep, cattle, horses, and other animals belonging to the inhabitants.

That the Reserve has hitherto, viz., for 20 years or upwards been uninterruptedly used by the inhabitants for the purpose for which it was reserved on the Plan, and is of great value to the community, not only in providing pasture for their cattle, but in promoting the trade of the District with Sydney, inasmuch as the large flocks of sheep which are sent from the interior to Sydney Market, are depastured thereon, and drafted from time to time, as required, on board the steam vessels.

That the denial of this privilege to the inhabitants would greatly depreciate Town Property, as allotments hitherto purchased were bought under the belief that this valuable privilege was lawfully attached to them.

That there are yet remaining upwards of 600 acres of unsold Town Lands, and therefore ample scope exists for the due enlargement of the Town.

That the Reserve for Pasturage comprises a large portion of swamp, unfit for building, land which may probably have been the cause of the same being originally reserved for Pasturage, but which your Petitioners do not now urge as the reason for their present claim, seeing that the Sydney Domain and other possession—most eligible building sites—is still reserved for public use.

Your Petitioners would also humbly represent that they are prepared to offer proof to your Honorable House of the truth of the above representations, and they submit that by so doing they will entitle their claim to your favorable consideration.

Your Petitioners, therefore, humbly pray that your Honorable House will be pleased to take cognizance of this their Petition, and will secure to your Petitioners the due and lawful use of their Town Reserve for Pasturage, by such ways and means as to your Honorable House may seem meet.

And your Petitioners will ever pray, &c.

[Here follow 137 Signatures.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

MAITLAND PASTURAGE RESERVE.

REPORT FROM THE SELECT COMMITTEE

ON THE

MAITLAND PASTURAGE RESERVE;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,

25 *May*, 1860.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1860.

[*Price*, 1s. 3d.]

520—

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 62. THURSDAY, 16 FEBRUARY, 1860.

16. Maitland Pasturage Reserve:—Mr. Dickson moved, pursuant to notice,—
 (1.) That a Select Committee be appointed to inquire into and report upon the allegations contained in the Petition of the Inhabitants of Maitland, having reference to Pasture Reserves, presented to this House on the 31st January; and that such Committee have power to send for persons and papers.
 (2.) That the Committee consist of the following Members:—Mr. Black, Mr. Faucett, Mr. Jones,* Mr. Weekes,† Mr. Close, Mr. Cape,‡ Mr. Robertson,§ Mr. Arnold,|| Mr. Wisdom, and the Mover.
 Question put and passed.

* Seat declared vacant, 10 April, 1860.
 † Seat declared vacant, 8 March, 1860.
 ‡ Seat declared vacant, 14 April, 1860.
 § Seat declared vacant, 8 March, 1860.
 || Seat declared vacant, 8 March, 1860.

VOTES No. 102. FRIDAY, 25 MAY, 1860.

1. * * * * *
 Maitland Pasturage Reserve:—Mr. Dickson, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee, appointed, on the 16th February last, on the Maitland Pasturage Reserve.
 Ordered to be printed.

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1859-60.

MAITLAND PASTURAGE RESERVE.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 16th February last, "to inquire into and report upon the allegations contained in the Petition of the Inhabitants of Maitland, having reference to Pasture Reserves," have agreed to the following Report:—

Your Committee, in the course of their inquiry, have examined, as witnesses, the gentlemen named in the margin, whose Evidence will be found appended hereto; and, after careful consideration, are of opinion that the allegations of Petitioners have been substantially proved.

A. G. McLean, Esq.
 Jos. Chambers, Esq.
 John Kingsmill, Esq.
 Alex. Dadds, Esq.
 G. B. White, Esq.
 Jas. Thomson, Esq.

It appears from the evidence,—

1. That the Maitland Pasturage Reserve was laid out about the year 1833.
2. That it was so laid out originally with the intention of reserving it permanently as a Commonage for the Town, or, at all events, that the purchasers of the various Town Allotments were led—by the conduct of the Government, and more particularly by the plans published by the Government, from time to time—to believe that the Reserve was to be permanent, and that they purchased under that belief.
3. That, in consequence of the advantages afforded by this Reserve, allotments in the Town of Maitland have been sold at greatly increased prices.

Your Committee are therefore of opinion that it would now be an injustice to those purchasers, and a breach of faith with them, to deprive the Town of the use of the lands referred to as a permanent Reserve, or to appropriate them to any other purpose than that for which they appear to have been intended when first laid out.

In conclusion, your Committee recommend that the Maitland Pasturage Reserve should be placed under the management of Trustees, as a Commonage, for the general benefit of the Inhabitants.

JAMES DICKSON,
Chairman.

*Legislative Assembly Chamber,
 Sydney, 25 May, 1860.*

PROCEEDINGS OF THE COMMITTEE.

WEDNESDAY, 29 FEBRUARY, 1860.

MEMBERS PRESENT:—

Mr. Dickson, | Mr. Close,
Mr. Wisdom.

James Dickson, Esq., called to the Chair.

Resolution of the House appointing the Committee, and the Petition referred to them therein, read by the Clerk.

Committee deliberated upon their course of proceedings, and the expediency of obtaining the production of certain correspondence, plans, &c., alluded to in the Petition.

[Adjourned.]

WEDNESDAY, 18 APRIL, 1860.

MEMBERS PRESENT:—

J. Dickson, Esq., in the Chair.

Mr. Close, | Mr. Faucett.

Committee met pursuant to summons.

A. G. McLean, Esq., *Acting Surveyor General*, called in and examined.

Witness, in the course of examination, produced plans of the town of Maitland, marked respectively M. 583 b, M. 583 d, M. 583 f., together with a lithograph of the last.

Witness withdrew.

J. Chambers, Esq., *Crown Prosecutor, Western District*, called in and examined.

Witness withdrew.

J. Kingsmill, Esq., called in and examined.

Witness withdrew.

A. Dodds, Esq., called in and examined.

Witness withdrew.

Committee directed summons to be issued for the attendance of A. G. McLean, Esq., to give further evidence; and that G. B. White, Esq., and Jas. Thomson, Esq., both of Maitland, be also summoned for the next meeting, the latter to be instructed to produce the plans of Maitland from which Town Allotments are sold.

[Adjourned till Wednesday, 25th instant, at Eleven o'clock]

WEDNESDAY, 25 APRIL, 1860.

MEMBERS PRESENT:—

Mr. Dickson, | Mr. Faucett.

In the absence of a Quorum of the Committee, the meeting convened for this day lapsed.

WEDNESDAY, 2 MAY, 1860.

MEMBERS PRESENT:—

J. Dickson, Esq., in the Chair.

Mr. Close, | Mr. Faucett.

Committee met pursuant to summons.

A. G. McLean, Esq., *Acting Surveyor General*, called in and further examined.

Witness withdrew.

G. B. White, Esq., called in and examined.

Witness withdrew.

J. Thomson, Esq., *Commissioner of Crown Lands, Maitland*, called in and examined.

Witness withdrew.

Committee deliberated upon the expediency of obtaining Copies of the Evidence prior to the next meeting, with a view to their proceeding with the consideration of a Report.

It was *Resolved*:—

“That it will be unnecessary to transmit for revision the MS. Evidence of the
“Witnesses residing in Maitland, and that the same be placed in the hands
“of the Printer as soon as transcribed by the Short-hand Writer.”

The Chairman laid before Committee, letters received from Mr. Kingsmill, Mr. Thomson, and Mr. White; the two former severally dated the 21st, and the latter the 25th, ultimo; each of such letters having reference to the payment of witnesses' expenses in attending Committee.

Committee deliberated.

Deliberation adjourned.

The Chairman brought under notice the revised MS. of the Evidence given by Mr. Chambers on the 18th instant, wherein witness proposed to omit the latter portion of Answer 89, together with the following Questions and Answers numbered 90, 91, 92, and 93.

Committee Resolved :—

“ That the Evidence stand as originally given, and that Mr. Chambers's note, in
“ reference to the omission of this portion, be added as Appendix B. to his
“ Evidence, with an *asterisk* in the text directing attention thereto.”

[Adjourned.]

WEDNESDAY, 23 MAY, 1860.

MEMBER PRESENT :—

Mr. Dickson.

In the absence of a Quorum of the Committee, the meeting convened for this day *lapsed*.

(By direction of the Chairman to be again convened for Friday, 25th instant, at 11 o'clock.)

FRIDAY, 25 MAY, 1860.

MEMBERS PRESENT :—

J. Dickson, Esq., in the Chair.

Mr. Black, | Mr. Close,
Mr. Faucett.

The Chairman laid before Committee a Draft Report.

Committee deliberated.

Draft Report read and *verbally* amended.

Committee reverted to the consideration of letters, touching the payment of expenses of certain witnesses, brought under notice by the Chairman on the 2nd instant.

Letters of Messrs. J. Kingsmill, J. Thomson, and G. B. White, severally read,—

It was Resolved :—

“ (1.) That in the cases under consideration, the Committee see no reason for
“ recommending a deviation from the usual practice under the 44th Standing
“ Order, by which expenses may only be awarded to professional or other
“ witnesses specially employed.”

“ (2.) That the several parties be informed accordingly.”

Deliberation on Draft Report resumed.

Motion made (*Mr. Faucett*) and Question,—That the Report, *as amended*, be the Report of this Committee—*agreed to*.

Chairman requested to report to the House.

LIST OF WITNESSES.

Wednesday, 18 April, 1860.

A. G. McLean, Esq., Acting Surveyor General	1
J. Chambers, Esq., Crown Prosecutor, Western District	3
J. Kingsmill, Esq.	6
A. Dodds, Esq.	6

Wednesday, 2 May, 1860.

A. G. McLean, Esq., Acting Surveyor General (Further)	7
G. B. White, Esq.	8
J. Thomson, Esq., Commissioner of Crown Lands, Maitland	10

LIST OF APPENDIX.

(To Evidence given by A. G. McLean, Esq., 18 April, 1860.)

Letter from Colonial Secretary to Surveyor General, 22 January, 1849, transmitting Extract from Minute of the Executive Council respecting Pasturage Reserves	3
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(To Evidence given by J. Chambers, Esq., 18 April, 1860.)

A. Statement respecting Maitland Pasturage Reserve	5
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B.

Note in reference to portion of Evidence. Answers 89 to 93	5
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(To Evidence given by G. B. White, Esq., 2 May, 1860.)

A.

Extract from Surveyor General's letter to Mr. Assistant Surveyor White, 12 March, 1829	9
--	---

1877
1878
1879

1880
1881
1882

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON

MAITLAND PASTURAGE RESERVE.

WEDNESDAY, 18 APRIL, 1860.

Present:—

MR. CLOSE, | MR. DICKSON,
MR. FAUCETT.

JAMES DICKSON, Esq., IN THE CHAIR.

Alexander Grant M'Lean, Esq., Acting Surveyor General, called in and examined:—

1. *By the Chairman*: Do you produce the plans of the township of Maitland? I have ^{A. G. M'Lean, Esq.} here four plans of the town of Maitland.
2. Will you produce the original plan? This is the first plan of the town of Maitland, dated in 1829, and approved and signed by Sir Ralph Darling. (*The witness produced the* ^{18 April, 1860.} plan referred to, marked M 583 b.)
3. *By Mr. Faucett*: This is what is now called East Maitland? Yes, this is the Government town of Maitland, now known as East Maitland; West Maitland is a private town.
4. *By the Chairman*: Have you any other plans? Here is another plan drawn in 1842 or 1843. (*The witness produced the plan referred to, marked M 583 d.*) It is a copy of the first plan, with the additions made from time to time, and was used for a number of years as the official plan of the town.
5. *By Mr. Faucett*: By additions you mean fillings in? Yes, each plan has had additions from time to time.
6. *By the Chairman*: Is there any other plan? This is a later plan, made in the year 1855, and has since been used as the official plan. (*The witness produced the plan referred to, marked M 583 f.*)
7. Is this a copy of the original plan also? It is a copy of the second plan, with certain additions.
8. Fillings in? Yes. The last one is the lithograph plan published by authority of the Government. We do not use this in the office, but it is the same as the last plan, which comes up to the present time.
9. Are the reserves shewn in the first plan? No.
10. Are they shewn on the second plan? They are shewn, but they are not part of the second plan; they are fillings in.
11. The plan marked 583 d shews the town reserves? It shews the reserve for pasturage, but I may mention that it was not on it at the date of the original plan; it has been added since.
12. Added since 1843? Yes.
13. On the original plan were the reserves shewn? No, not the reserve for pasturage; reserves in the town were shewn.
14. Are you aware that allotments have been sold according to this plan? Yes.

- A. G. McLean, Esq.
18 April, 1860.
15. Since the addition of the reserve? Both before and after the addition of the reserve.
 16. Have there been many allotments sold since this plan was drawn? A considerable number have been sold; you will see a great many have been sold, by looking to the present plan.
 17. *By Mr. Faucett:* They have been sold with the knowledge that the reserve was marked out? They have been principally sold at the local office at Maitland, from a copy of that plan, with the pasturage reserve marked on it.
 18. *By the Chairman:* Are you aware of the extent of this reserve as marked here, "Reserve for pasturage for Maitland?" Speaking from memory I believe about 800 acres, but very little of it is shewn on that plan.
 19. There are other reserves in connection with the town of Maitland? Yes, reserves inside the town—for a gaol, court-house, market-place, and for recreation.
 20. Are you aware that in the year 1854 Mr. Osborne was about obtaining a portion of the town reserves? I am aware he was so, at one period, about that time.
 21. But in consequence of the action of some of the inhabitants they were not obtained? No, and Mr. Osborne was obliged to select elsewhere. That was not part of these 800 acres.
 22. There are a considerable number of allotments still unsold within the town of Maitland? Yes.
 23. Are you aware to what extent? Some hundreds of acres—perhaps 200 acres.
 24. 300 acres, I am informed? From 200 to 300 acres.
 25. When was the alteration made upon the plans, from "Reserve for pasturage for Maitland" to "Reserve for temporary pasturage and extension?" I cannot say at what precise date that was made, but this lithograph was published in November, 1859, and then the words "for pasturage and extension" and "temporary pasturage" were introduced.
 26. *By Mr. Faucett:* Those words appear first on the lithograph? Yes.
 27. *By the Chairman:* Can you identify this map (*handing a map marked by the Chairman X*)? Yes; it is a portion of the lithograph map of the County of Northumberland, published by the Government.
 28. *By Mr. Close:* It is a correct map? Yes, it is published by authority.
 29. *By Mr. Faucett:* With respect to the 800 acres—they appear on the map of 1842 or 1843 as "reserve for pasturage for Maitland"—? That reservation was added to the map about the year 1848, I can say from memory.
 30. *By the Chairman:* You have stated that allotments have been sold since that time? Before and since.
 31. *By Mr. Faucett:* Was there at that time any general system for making reserves? Yes, there were instructions from the Colonial Secretary's Office, that all important towns in the Colony should have pasturage reserves attached to them.
 32. Could you furnish us with a copy of those instructions? Yes. (*Vide Appendix.*)
 33. It was according to those instructions that these 800 acres were marked out? That is the only official record of the authority on which this reserve was marked out.
 34. There is no doubt, I presume, that it was in consequence of those instructions that these reserves were made? No.
 35. These reserves within the township marked for cattle-market, for recreation, and for gaol and court-house were, I suppose, reserved when the township was first laid out? No; this for the cattle-market was a recent reservation instead of another.
 36. Was the first reserve for the cattle-market laid out at the laying out of the town? Yes.
 37. And the reserve for gaol and court-house also? Yes, that was laid out early.
 38. And also the reserve for recreation? That was also determined on early, but its specific boundaries were not marked out.
 39. A space there was determined upon, but its boundaries were not defined? Yes.
 40. With respect to Mr. Osborne's claim, there was a space of 2,000 acres which he was getting as a grant for some purpose,—was that out of land set aside as a reserve for the township in any way? I think that was another case,—that was a grant to Dr. Douglass, which Mr. Osborne had purchased the right to select. This was a selection as compensation for a deficiency in the area of a grant at Dapto.
 41. There was some action, we are told, taken by the people of Maitland against that proceeding;—did they take that action in consequence of any claim to this land as being reserved land? Not as being a pasturage reserve, but on the general ground of its being a part of the town reserve and not open for selection.
 42. It was not specifically reserved for pasturage? No, that portion was never determined to be for pasturage purposes until the publication of the lithograph plan, when it was marked for temporary pasturage.
 43. *By Mr. Close:* Have the reserves of other towns been sold by the Government in the same way as it is proposed to sell the Maitland Town Reserve? In a great many cases land set apart for pasturage has been sold to some extent, more or less. The reservation for pasturage has not been considered a bar to sale, and latterly, since the question arose as to whether they were properly open for sale, all such reserves have been marked "for pasturage and extension," so that they may be applied to both purposes.
 44. *By Mr. Faucett:* That is in fact changing the character of the reserve? Only changing the name of the reserve, because the same practice is still applied; we sold them before and we sell them now.
 45. When they were merely called reserves for pasturage were they sold? They were.
 46. That is, they were sold for purposes of town extension? For town extension, or suburban allotments; generally suburban allotments, as they were usually at some distance.
 47. Then, as I understand you, the Government never considered a reserve for pasturage as precluding them from selling the same land for town extensions or suburban extensions? It was never considered so until this case arose. Practically speaking, they have been sold.

SELECT COMMITTEE ON MAITLAND PASTURAGE RESERVE.

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48. Have they sold any of the reserve for pasturage at Yass? Yes, part of the pasturage reserved at Yass has been sold. A. G. M'Lean,
Esq.
18 April, 1860.
49. Has any of the pasturage reserve at Goulburn been sold? I do not think it has, since the boundaries were laid down.
50. Have you any recollection when the Government first began to sell these reserves? Almost immediately after their formation. They were only formed about 1848, and they have been sold at various times since.
51. *By Mr. Close:* What prevented Mr. Osborne from obtaining the land when he selected it on the town reserve at Maitland? Because it was part of the town reserve. He was obtaining compensation for the loss of a portion of country land, and he was allowed to select land of equal value. He selected this land, and was about obtaining it, when it was objected that it formed part of the town reserve, and in consequence of that objection he was told he must select elsewhere.
52. *By Mr. Faucett:* He got a particular number of acres in compensation for the same number of which his grant at Dapto was deficient? Yes, 20 acres.
53. And he selected these 20 acres, in the first instance, on the town reserve at Maitland? Yes. It was not the proximity to Maitland that gave the land value, but it contained coal, and was valuable on that account.
54. *By the Chairman:* Were these allotments laid out on one of these maps, on the 800 acre reserve marked off by order of the Government? They have not been laid out on the ground—they have only been designed, excepting those marked as cemeteries.
55. None of them have been sold? None have been sold. The reserves for public recreation and for cemeteries have been measured.
56. *By Mr. Faucett:* There is a large portion of 300 acres, marked on the plan for a town reserve—where is that? (*The witness pointed it out on the map.*)
57. *By the Chairman:* That was never regarded as a pasturage reserve? No, it was only recently called a reserve for "temporary" pasturage.
58. But you would call the 800 acres a permanent reserve? In the ordinary acceptance of the words they might be considered so, but knowing what the practice has been in the office, I could hardly deem them so.

APPENDIX.

Colonial Secretary's Office,
Sydney, 22 January, 1849.

Sir,

In reference to your report of the 17th April last, respecting the land which has been reserved for the use of the townspeople of Yass, as pasturage for their milch cows, I now do myself the honor to transmit to you the accompanying extract from a Minute of the Executive Council upon the subject, which has been duly approved of by the Governor; and in accordance therewith I am directed by His Excellency to request that you will have the goodness to furnish me, for the necessary publication, with a description of the land so reserved.

The Surveyor General.

I am, &c.,
E. DEAS THOMSON.

EXTRACT from Minute of the Executive Council, dated 19th December, 1848, respecting the best mode of securing to the Inhabitants of Townships the exclusive right of pasturage for their Milch Cows over certain lands proposed to be reserved for that purpose.

"With reference to the proceedings on the 12th September last, His Excellency the Governor lays before the Council the Attorney and Solicitor General's letter of the 28th November, 1848.

"In accordance with the recommendations contained in this opinion, the Council advise that, in the case of Bathurst, and of every other town to which a similar privilege may be conceded, notice should be issued that His Excellency, acting on behalf of Her Majesty, has reserved a certain portion of land (to be described) for the exclusive use (so long as it may remain unalienated by grant) of the householders residing in the town, for the pasturage of their milch cows, according to certain rules to be in that behalf made and provided; that the Magistrates in Petty Sessions should be authorized to frame such rules, subject to their approval by His Excellency the Governor; and that the Chief Constable, or some other suitable person, should in such case be authorized to act as Crown Bailiff in respect to the reserved lands, and to proceed against intruders thereon, under the 4th section of the statute 9th and 10th Victoria, chapter 104."

Joseph Chambers, Esq., called in and examined:—

59. *By the Chairman:* You have prepared a statement in writing upon the subject which J. Chambers, Esq. has been referred to this Committee? Yes.
60. Will you read it? (*The witness read the statement referred to. Vide Appendix A.*)
61. Can you identify this map (M 583 d) as similar to the one you had in Maitland, by which you sold allotments? It is not actually the same plan; but I believe it to be a duplicate of it. 18 April, 1860.
62. Yours was a copy of that? Mine was a copy of this.
63. Have you bought allotments by that plan? Yes.
64. Did you consider that the reserves gave any increased value to those allotments at the time you purchased? Decidedly.
65. Are the reserves of value, generally, to the township? Yes, of great value. At first, I remember, and I mention it incidentally, we used to have a town herd; a boy used to come round for our cows, take them to the reserve, and bring them back in the evening.

J. Chambers, 66. *By Mr. Faucett*: The reserve was and is used as a common? Yes; and the circumstance I mention will prove the common use of it.

Esq. 67. *By the Chairman*: A considerable number of allotments have been sold by that plan? A very large number up to the year 1858. I may mention that I believe that, when I first saw this plan, sections 14, 19, 24, 38, 40, 43, and 45 were not marked out into allotments; that is, they were not so marked out on my plan; and, therefore, all the allotments in these sections must have been sold according to this plan.

18 April, 1860.

68. Sold since the 800 acre reserve was marked out as "for pasturage for Maitland"? Yes. I might also mention a portion of section 20; and, if you think it worth taking down, I may mention that I myself applied for these allotments in section 20, and my application was upwards of six years in the office before I could get them put up for sale. They were then marked out by Mr. Lewis; I was myself present when he marked them out; I subsequently bought them by this plan; and I see my name entered here. Now when I applied for them that part of the block on the original plan had not been surveyed; it had been blocked out into streets, but the allotments had never been marked out. So that I can speak positively, that these allotments in section 20 were sold by the plan shewing the reserves.

69. As Clerk of the Bench at Maitland you have sold allotments by that plan, shewing the reserves as they are set forth? Exactly.

70. And you have always regarded those reserves as giving an enhanced value to the allotments? Yes.

71. Are you aware whether other purchasers regarded them in that light? I am aware they all did, more or less; but many I am sure did. It was always thought that the reserve was of the highest value to working men with horses, because they could send out their horses there on a Saturday, by which they would be refreshed for work again on Monday. I have heard it frequently alluded to in this way.

72. Are you aware whether all the allotments within the police boundary are sold? No; about 600 acres are still unsold.

73. Within the police boundary of the town of Maitland? No; the police boundary as shewn here would leave out all the temporary reserve for pasturage and extension, from 250 to 300 acres, as well as the 800 acres. With these 300 acres, I think there are still 600 unsold. In the old plans this 300 acre reserve was marked "for town extension," but those might have been private plans which were about the town. The plan published by authority of the House, in Mr. Osborne's case, shews the reserve for pasturage, and also I believe the reserve for town extension.

74. You are aware that Mr. Osborne applied for a portion of the temporary reserve of 300 acres? Yes.

75. Did the inhabitants of Maitland make any objection to his getting it? Yes, there was a petition forwarded to the Legislative Assembly; and I do not know whether there was a Committee appointed. However, the promise which I fancy the Government had made to Mr. Osborne was never carried into effect.

76. In consequence of the action of the inhabitants? In consequence of the action of the inhabitants.

77. *By Mr. Faucett*: You yourself bought in the distinct belief that the reserve for pasturage was a permanent reserve? Yes, and I never heard till 1858 that there was any doubt about it.

78. Commencing from what period? I could only tell from the time I went there in 1842. I did not become aware that there was to be any change in the designation of the reserve till very late in 1858, and I did not know it as a fact until I saw the plan in 1860. I heard it rumoured that Mr. Adams was surveying a part of the town reserve to be cut up into allotments, but I only heard it as a rumour. That was about 1858. I might mention, as a proof of the general belief that this reserve was for the use of the inhabitants, that the police magistrate and the other magistrates on the Bench were always in the habit of telling persons, that though their cattle would be impounded if they allowed them to stray in the streets, if they sent them to the reserve, which they had a right to do, they could not be impounded.

79. *By the Chairman*: When were these permanent pasturage reserves granted or in any way given to the township? I cannot tell. They were used as reserves when I went there in 1842.

80. *By Mr. Faucett*: I am to understand that you, and all the others so far as you are aware, purchased under the belief that this was a permanent reserve? Yes.

81. And you are partly led to that belief by seeing the words "reserve for pasturage" on the sale plan? Yes.

82. Do you recollect when the Government first expressly interfered with that understanding? No; I believe there was no interference at all, until Mr. Adams, the surveyor, received instructions to lay it out, which must have been about 1857 or 1858—certainly not before.

83. When was the portion for the racecourse applied for—in 1855? No; about 1858 or 1859. With reference to the burial grounds, I am sure the Wesleyans spoke to me not more than two years ago, saying they understood there were burial grounds to be had now, and they were going to apply.

84. Where are the burial grounds in use now? At a place marked "Glebe" upon the plan, for the Episcopalians. The Roman Catholic and Presbyterian burial grounds adjoin one another at the western end of Maize-street. The Wesleyans made application for a portion of the reserve. It seemed to be rumoured about in 1858 or 1859, that there was to be a scramble for anything that could be got, and that the Government were going to cut up the reserve; but I am sure that was not before 1858 or 1859.

85. *By the Chairman*: If any portion of the reserve were granted to the different denominations, as cemeteries, would it be detrimental to the value of the allotments in the town and the interests of those who have purchased them? Yes. J. Chambers,
Esq.
86. *By Mr. Faucett*: Is the land on all sides of these 800 acres private land? It is on all sides; I am not aware of any unsold land within ten or fifteen miles of it. 18 April, 1860.
87. Then, in fact, there is no convenient place for a cemetery, unless within the reserve? No, unless on private land—or on the reserve for town extension.
88. Except on the part that is reserved for town extension there is no other place on which a cemetery could be formed unless you go on private land? There is not. At the same time I may say that the cemeteries already formed in the town are abundant for the next twenty years. As regards the Presbyterian burial ground I should suppose there are not more than two or three dozen graves in it; the Roman Catholic ground is more crowded, but there is ample room; and as regards the Episcopalian burial ground a large piece of three acres has just been added.
89. *By Mr. Close*: The Wesleyans have no burial ground in East Maitland? I am not aware that they have.* I may state that there was an excuse made at one time that the burial grounds were marked out here, because the Act requires that no burial shall take place within a mile of the town. But if this Act is to be carried into force it will be perfectly illegal to use them. *vide Appen-
dix B.
90. *By Mr. Faucett*: Then the burial grounds as marked out on the plan of 1855 will be within a mile of the town? Yes, within half a mile.
91. Are not the other cemeteries within the distance? Yes, they are within the town.
92. *By the Chairman*: When was the Act passed? Somewhere about 1834 or 1835.
93. *By Mr. Faucett*: After the formation of the present cemeteries? Yes.
94. *By the Chairman*: Have you anything to state further? No.
95. *By Mr. Close*: When you sold land for the Government at Maitland did you receive any instructions to tell people of the right of commonage? No, I merely sold by the plan.
96. *By Mr. Faucett*: You were instructed to sell by the plan? Yes.
97. *By the Chairman*: That reserve for pasturage appeared on the plan? Yes.

APPENDIX A.

I was appointed clerk to the Bench of Magistrates at Maitland in the year 1843. Among the public documents of my office was a plan of the township of Maitland, dated 1829; it was exhibited in my office in order that persons wishing to buy town allotments might thereby select and identify them.

I believe not more than 50 acres of land appeared by the plan to be measured off into allotments. About 200 acres were blocked out, but not subdivided into allotments; and about 600 acres were marked "Reserve for town extension." All the remainder of the town land, being the land, lying to the east of an extension of E. C. Close's western boundary line, and comprising a section of about one mile square, was marked "Reserve for pasturage for Maitland."

It was my duty to exhibit this plan to the public, and I am aware that many allotments were chosen by it. I am also aware that for six or seven years after all or very nearly all the allotments had been taken, no selections could be made in the blocks, because they had not been subdivided. At this time all sales of Government lands were effected in Sydney, the clerks of benches had no duties beyond shewing the sale plans, and instructing inquirers in the manner of their proceeding to have allotments put up for sale.

The plan of the town of Maitland remained with me until about 1853, when arrangements were made for selling lands in country districts, and I was instructed to send down the Government sale plan to have it made up by marking off the allotments sold, subdividing some of the blocks, &c. I did so, and a perfected copy was returned, and by which under authority of the Government I sold upwards of one hundred allotments. On this plan also (which was I believe a transcript of that dated 1829) the back section was not divided with streets or into blocks, but was marked "Reserve for pasturage for Maitland." I ceased to act as clerk of the bench in 1854 or 1855, but I know the same plan was exhibited by my successor, and a large number of sales effected by it.

Besides this plan published in 1829 and republished in 1853, there will be found one printed by authority of the Legislative Assembly in 1854, which shews the township reserve for pasturage, as does also the county map, published by the Government about 1838; indeed, I believe all Government maps and plans of the locality up to 1858 will be found to describe the reserve as a reserve for pasturage and for no other purpose.

I have lived upwards of nineteen years at Maitland, during which time the inhabitants have had uninterrupted use of the reserve for pasturage, and, I am of opinion, there being such a reserve has enhanced the value of the allotments sold by Government, and has been the cause of many persons purchasing.

I have purchased twelve allotments at the Government sales, and the plans exhibited at the several auctions at which I bought shewed the reserve to be a reserve for pasturage for Maitland. I believe it was not until the present year 1860 that I ever saw a plan shewing that reserve to be diverted from the use to which it had been heretofore dedicated; the plan I allude to is the one dated November, 1859, by which it would appear that the pasturage reserve is to be sold in allotments, and otherwise appropriated.

I believe the inhabitants of Maitland feel that this appropriation would be very injurious to them: The late Municipality Act vests commonages, &c., in the Local Corporation, and I know it was the intention of the inhabitants to have formed such a body if the Government would have left with them this commonage according to the town plan. The inhabitants at their public meeting admitted the right of Government to deal as they pleased with the numerous blocks in the township plan marked with the letter B, or with the word "Reserve," or in any other manner set apart for no stated special purpose, but they consider that those marked on the sale plan as reserved for a stated special purpose such as "Reserve for recreation ground," "Reserve for pasturage," &c., are thereby dedicated to those purposes, and ought not now to be sold.

APPENDIX B.

I must ask the Committee to allow me to cut out this portion of my evidence; for, on reference to the Acts of Council, I find that the 6 Geo. 4, 21, which prohibited burials within a mile of the township was repealed by 19 Vic., No. 30, passed 30 Nov., 1855. There might be evidence procurable to the effect that the plan dated 1855, laying out the cemeteries, was made before the 19 Vic., was passed; and that, therefore, the reserve was parcelled out for purposes then illegal; but I do not see that the main question would be much affected thereby.—J. C.

John

MINUTES OF EVIDENCE TAKEN BEFORE THE

John Kingsmill, Esq., called in and examined:—

- J. Kingsmill, Esq.
18 April, 1860.
98. *By the Chairman*: How long have you been resident at Maitland? Since 1832.
99. Have you ever purchased any allotments in Maitland? I have; I purchased two, I think, in 1834.
100. On the plans shewn you when purchasing, were there any reserves mentioned? My impression is that there were. There was a pasturage reserve to the eastward of the town, and it was my early impression, and it has been the same since, that those reserves were for the pasturage of the town, as a common; and they have been used so ever since.
101. Do you know the extent of the reserves? I could not take it on me to say anything about the extent; but I know it has been treated with the greatest liberty by the townspeople since, in putting their cows and horses on it, and taking timber off it, and so on.
102. You consider these reserves as valuable to the town? Most undoubtedly. I have received some advantage myself by putting my horses and cows there.
103. You would consider it an inconvenience if it were appropriated to any other purpose? Yes, because I always looked upon it as an appendage to the town. I must say I, as one of the old residents, felt very jealous of any encroachment being made upon it.
104. At the time you purchased allotments, did you consider that the extensive reserves gave an enhanced value to those allotments? Most unquestionably.
105. Are you aware of any interference having taken place with these reserves since you purchased? Recently I heard it spoken of that there was a change on the map, some new map that had been made, where it was called reserve for town extension; I never heard of anything like that before, until that map.
106. That was in 1859? Yes, about 1859. My impression is, but I cannot positively state, that the map I purchased from had written on it "pasturage reserve," but no "town extension," or any other name, on that section.
107. You have always regarded these pasturage reserves as being permanent, and set aside for that special purpose? Most undoubtedly; just the same as any reserve—just the same as the Curragh of Kildare, or any reserves of that kind at Home.
108. You are a very old resident—did you ever know any of these reserves made use of for any other purpose than as a reserve for pasturage? No. Sheep have been driven out there when they come down from the country for slaughter, and are to this day.
109. Did you ever know any attempt made to put a stop to the feeding of cattle or other stock there? No.
110. Have you ever heard of the magistrates warning people about allowing their cattle to stray about the town and telling them at the same time to take them to the common? Yes. I have known the magistrates to fine people for allowing their horses or cattle to run at large in the town. When they complained that their horses were impounded, they were told there was a commonage for them, and why not take them there. I often see men driving their horses in dozens there on Sunday mornings, after their week's work, for safety and for rest.
111. *By Mr. Faucett*: I suppose that reserve is not enclosed? It is nearly enclosed now. The railway encloses it on one side, and Mr. Close's fence on the other.
112. You spoke of people taking away timber? I mean that they could go with impunity and cut as much timber as they liked, whereas if they did so on private property they would be prevented—firewood, saplings for building sheds, and so on.
113. I suppose that would rather improve the pasturage than otherwise? Yes.
114. *By the Chairman*: Having bought allotments under the impression that this was to be a permanent reserve, would you consider it a breach of faith on the part of the Government if it were devoted to any other purpose, and that it would be an injury to the inhabitants and freeholders of the town? Yes.
115. All the inhabitants have equal rights to obtain firewood or any advantage it offers? Yes, all in common.

Alexander Dodds, Esq., called in and examined.

- A. Dodds, Esq.
18 April, 1860.
116. *By the Chairman*: You are an auctioneer at Maitland? Yes.
117. How many years have you been there? I came to Maitland in 1834.
118. You are in the habit of selling land? Very extensively.
119. If lands are sold under certain conditions—advantages being offered as an inducement why parties should become purchasers—you would consider yourself, as an auctioneer, bound to see them carried out? I should say it would be an act of injustice to deprive purchasers of their just rights, obtained under the exhibition of a plan where there were reserves marked out.
120. Have you ever purchased any land at Maitland? Yes, in 1836 and 1837 I bought town allotments at Maitland.
121. You saw the plan? Yes, dated in 1829.
122. The Government plan? Yes.
123. Were there any reserves shewn on that plan? Yes, the exact words on the plan of 1829 were "reserve for pasturage for Maitland." I was influenced in some measure by that to purchase.
124. You regard these reserves as being valuable to Maitland? Yes, I do; in fact, if they were taken away, it would depreciate the value of property to a very considerable extent in the town, for the reason that the Towns Police Act is very stringently enforced, and parties have not the means of running a single beast unless they have recourse to this reserve.
125. Are these reserves used for any purpose for the accommodation of the inhabitants?
No;

MINUTES OF EVIDENCE TAKEN BEFORE THE

- A. G. McLean, Esq.
2 May, 1860.
- of that Minute? No means of saying positively. I do not think there is any official record. It would depend on the memory of individuals. Probably the memory of Mr. Thompson, the late Deputy Surveyor General, would be conclusive. I know in whose handwriting the words on the map—"Reserve for Pasturage for Maitland"—are.
152. Whose is it? It is the handwriting of Mr. Ryan, who is now dead.
153. Since 1849? About 1853, I think, he died.
154. *By the Chairman*: Do you know how the Pitt Town Reserve has been vested? It has been vested in certain trustees.
155. And the Field of Mars Common? The present grant of the Field of Mars Common was executed on the 10th November, 1849; but the original grant by Governor King was issued 4th August, 1804.
156. Where is the Field of Mars? Close to Parramatta.
157. *By Mr. Faucett*: That is a pasturage reserve? It is called the Field of Mars Common.
158. Is it for the use of the people of Parramatta? No; for a certain district in the County of Cumberland—Ryde and Hunter's Hill, and part of the Field of Mars Parish, I think.
159. It is now granted to trustees? Yes.
160. *By the Chairman*: Was there any circumstance connected with the granting of that common different from the circumstances connected with the reserve for pasturage for Maitland? Yes; this was actually granted in the year 1804, by Governor King, as a commonage for the owners of land in a certain district, which district was defined in the grant by a sketch. I am not aware how the original grant became void, but I think the trustees died out, and it was necessary to issue a fresh grant to new trustees, and under some different provision for filling up vacancies.
161. *By Mr. Faucett*: There have been several other places where reserves of this kind have been granted to trustees? There have been several in the County of Cumberland; one in the County of Cook, in the Kurrajong; and one in Northumberland, a place called Wollombine Common.
162. Do you recollect how the Goulburn Reserve is situated? The Goulburn Pasturage Reserve is similar in character to the Maitland Reserve, excepting that the boundaries are more clearly defined on the Goulburn town plan.
163. *By Mr. Close*: What is the extent of the reserve at the Field of Mars? 6,235 acres; Pitt Town and Mulgrave Place, 8,875 acres; Wollombine Common, 2,565 acres.
164. *By the Chairman*: These have all been granted to trustees and are now held by them? Yes.
165. *By Mr. Faucett*: The Goulburn Reserve is in the same state as the Maitland Reserve, not granted to trustees? Yes.
166. There is also a reserve at Yass? Yes.
167. Is that granted to trustees? No.
168. Is there not a reserve at Burrowa? For pasturage and extension, not specially for pasturage.
169. *By the Chairman*: The Goulburn and Yass Reserves are both for pasturage? I think they are both marked for pasturage only. I was under the impression that in that Minute, or rather the letter enclosing it, there would be some memorandum directing that these commons should be noted on the maps, but it appears that there is no such memorandum.

George Boyle White, Esq., called in and examined:—

- G. B. White, Esq.
2 May, 1860.
170. *By the Chairman*: You are a surveyor? I am.
171. How long have you acted in that capacity? Since the year 1826.
172. You know the town of Maitland? I do.
173. Did you lay it out? I did. I have the instructions here, dated in 1829. (*Vide Appendix A.*)
174. Under those instructions you laid out the town? In the first instance, I was ordered by Sir Thomas Mitchell to sketch the ground; I sketched the ground, and sent the sketch to him; he then laid out the town to suit the features; it was approved and signed by the Governor, and then sent back to me. I do not see that plan here, but when I left the service I returned it into the hands of the Government. It was bound round with pink ribbon; I should know it if I saw it. The first plan was the plan I speak of.
175. Do you think this is the plan (M 583 b)? It is a copy of it. The plan sent to me was for the use of the district; and it had both the signatures of the Governor and Sir Thomas Mitchell.
176. On that plan were there any reserves apportioned to the town? There were, and laid out.
177. Do they appear on that plan? The reserve for the gaol and court-house is here, the reserve for a Catholic chapel, the reserve for the proposed Church, and the reserve for the cattle market.
178. Is there any reserve for pasturage? That was a subsequent matter. There was an addition of a section.
179. Will you look at the other plan (marked M 583 d)? This does not shew it all. There was an addition of a section and a quarter, or, I think, 30 chains.
180. Did you lay out the reserves as shewn on that plan? I did.
181. In what year was that? I think it was in the year 1833.
182. *By Mr. Faucett*: Will you try to be as nearly accurate as you can, because this is an important point? I can tell you distinctly by reference to a document—the boundary lines of the town of Maitland, as proclaimed; then these portions were added to the plans of Maitland,

Maitland, I think it was in the year 1833; but it is in the *Government Gazette*, proclaimed as a township. I brought down the letter authorizing the marking of the boundaries of the town, but I have mislaid it somewhere; and in doing that the town was extended, and a section and this piece of a section were then added to the town. G. B. White,
Esq.
2 May, 1860.

183. Was that added as a reserve? Yes; I think there must have been 800 or 900 acres.

184. That, you say, was about the year 1833? Yes.

185. Clearly before 1840? Clearly before 1840. Mr. Day was police magistrate of Maitland, and he went round the boundaries with me, and the chief constable and the constables of the town were also instructed to do so; and for two or three years after, on every Easter Monday, we went round these boundaries.

186. *By Mr. Close*: I think you are wrong—Mr. Day was not police magistrate in 1833? It was before Mr. Grant's time, for Mr. Grant discontinued perambulating the boundaries.

187. *By Mr. Faucett*: Some police magistrate went round the boundaries with you? Yes.

188. *By the Chairman*: You are quite sure it was about 1833? Yes.

189. The reserves were then allotted as now shewn on that map as pasture reserves? Yes, but this map (M 583 b) would not shew it.

190. *By Mr. Faucett*: This will shew it (M 583 f)? This shews the reserved land.

191. That is the land you laid out in 1833? Yes, that is the land I laid out in 1833 and added to the township.

192. *By the Chairman*: As a pasture reserve? As a pasture reserve.

193. Can you say if these reserves were intended as permanent reserves for pasturage? They were.

194. And they have been always regarded in that light since they were laid out? Always, and they were included in the boundaries perambulated.

195. *By Mr. Faucett*: In perambulating the boundaries of the town you went round the boundaries of that reserve? Yes.

196. That is to say, you perambulated a space including this 800 acre reserve? Yes. To bring it more distinctly before the Government, I may say that there were stones cut for every angle here, and they laid in the quarry at Maitland for 15 or 20 years. They were to have been put up by Mr. Grant, but they never were put up. I think some of them are to be found there yet.

197. *By the Chairman*: From that time are you aware whether these reserves have been entirely devoted for pasturage purposes? I always imagined so.

198. *By Mr. Close*: They were always devoted for pasturage purposes before you measured them? Yes.

199. And generally looked upon as a reserve for that purpose? Yes.

200. *By Mr. Faucett*: You understood from your instructions that they were intended to be permanent reserves—not that they were intended for town extension? Yes, decidedly.

201. *By the Chairman*: Do you consider them valuable to the township? Yes, very valuable to the township.

202. And a great public convenience? Yes, very great.

203. Are you aware whether the land within the boundaries of the township has been all sold? No, I am not. I have had nothing to do with the township or that portion of the country since 1847.

204. *By Mr. Faucett*: Then anything that was done with reference to this reserve was clearly done, at all events, before 1847? Yes. I was withdrawn from the district in 1847, and sent to extend the boundaries of the Colony.

205. Then the reserve that you have spoken of as laid out by you could not have been laid out under a Minute dated in the year 1849? Certainly not. I left the district in 1847, and had instructions to carry on the survey of the interior country for squatting purposes; and from that date I have never been employed in what we called the old Colony.

206. You have no doubt that you understood the reserve was to be a permanent reserve? Yes, and it will be seen noted in the *Government Gazette*. I could walk round the reserves now as marked out by me originally; I laid out the town in 1829, and I had everything to do with it till 1847.

207. *By the Chairman*: And these pasture reserves were laid out before that time? Yes; I think I laid it out in 1833.

208. I think you have spoken positively as to this reserve being specially for pasturage purposes? For the general benefit of the town, that was what I understood.

209. *By Mr. Close*: You succeeded Mr. Dangar as surveyor for that district? Yes. The map they must have in the office has Sir Thomas Mitchell's signature, and has the reserve marked upon it; it is bound with purple ribbon, and backed with linen.

APPENDIX A.

EXTRACT from Surveyor General's letter to Mr. Assistant Surveyor White, dated 12th March, 1829.

"5. The subject to which I have now to call your immediate attention is the direction of the principal streets of the Township of Maitland as laid down on the enclosed plan. The principal Superintendent of Roads and Bridges will give orders to the road parties to open out these streets by cutting the timber. You will, therefore, lay them out exactly according to the plan enclosed, and point them out to the Assistant Surveyor of Roads, and particularly the situation of the Church and School, which has been selected by the Archdeacon. It will contain an acre, round the outside of which it will be necessary to clear to the breadth of a street, which should be preserved of the given uniform breadth of one chain and twenty links, which is that also of the streets."

SELECT COMMITTEE ON MAITLAND PASTURAGE RESERVE.

James Thomson, Esq., called in and examined:—

- J. Thomson, Esq.
 2 May, 1860.
210. *By the Chairman*: You are the Commissioner for the sale of land in Maitland? Yes.
211. How long have you held that office? For about twelve years. I was the first appointed Commissioner.
212. Can you state the year? I am not certain as to the year, but I have been in the service of the Government seventeen or eighteen years, of which time I have been twelve or thirteen years Commissioner at Maitland.
213. You have sold allotments in the town of Maitland? Yes.
214. Do you recognise the plan now before you (M 583 f) as the plan of the town of Maitland? Yes.
215. Is that the plan by which you have sold allotments? There is an earlier plan than this. I commenced the first sale of town allotments in Maitland on the 29th August, 1853.
216. Is this (M 583 d) a copy of the plan by which you have sold allotments? Yes. But I may state that in selling these allotments they were sold from tracings, with reference to a plan. This is the original tracing of the first land sold by me in Maitland. (*The witness handed in a tracing.*)
217. Any purchasers would of course refer to the plan? Yes.
218. You notice that there are reserves marked on that plan? Yes.
219. There is a reserve marked for pasturage? Yes, "Reserve for Pasturage for Maitland."
220. Have you regarded that reserve as being a permanent reserve? I always considered it such.
221. And allotments have been sold on the faith that it was a permanent reserve? On the strength that this was a permanent reserve for pasturage purposes.
222. Are these reserves valuable to the town of Maitland? I should say so, very materially.
223. Would they form an element in the value of the allotments? I think it would deteriorate the value of the allotments very materially if this was to be taken entirely away.
224. If cut up for town allotments or appropriated for any other purpose? Yes, I think so.
225. Have you purchased any allotments in Maitland yourself? I have.
226. How long ago? Twelve years ago, I think.
227. As a purchaser you would consider the value of the allotments enhanced by these extensive pasturage reserves? Very much so.
228. And as a purchaser you regarded them as being permanent reserves, in the manner laid out in the plan? No doubt of it.
229. That appears to have been the general understanding among purchasers? It is always considered a great benefit to the town.
230. But it has been always considered by purchasers that these were permanent reserves? Yes, they have always been regarded as such.
231. As a Government officer, in selling these allotments, did you do anything to lead people to suppose they were permanent? I do not think there was ever any such demand asked of me.
232. The question was not raised, in fact? The plan was exhibited, and they might see for themselves.
233. *By Mr. Close*: Did anybody ever ask you any question regarding these reserves? No.
234. *By the Chairman*: In what way do you regard these reserves as valuable to Maitland? For pasturage. I remember Mr. Chambers always alluding for many years to obtaining them for the purpose of fencing them in, and making a return to the town.
235. *By Mr. Faucett*: You had no instructions, I suppose, from the Government, to state to purchasers that these were not permanent reserves? Never.
236. Had you any instructions to state anything at all about them? Nothing.

1859-60.

Legislative Assembly.
NEW SOUTH WALES.

CHURCH AND SCHOOL LANDS.
(DISTRICT OF BRAIDWOOD.)

Ordered by the Legislative Assembly to be Printed, 3 April, 1860.

RETURN to an Address of the Honorable the Legislative Assembly of New South Wales, dated 23 September, 1859, praying that His Excellency the Governor General would be pleased to cause to be laid upon the Table of this House,—

“ A Copy of any Petition received by the Government regarding
“ the so-called Church and School Lands in the District of
“ Braidwood; also, a Copy of any Correspondence that has
“ passed between the Braidwood Bench of Magistrates, the
“ Gold Fields Commissioner, or any other parties and the
“ Government concerning said lands.”

(Mr. Wilson.)

SCHEDULE.

NO.	PAGE.
1. W. C. Fell, Esquire, to J. Husband, Esquire, enclosing (for transmission to Secretary for Lands and Public Works) two Petitions from Residents and Gold Diggers, Braidwood and Jembaicumbene Swamp, with respect to Church and School Lands under lease to W. J. Roberts and others (2 enclosures). 22 March, 1859	2
2. Assistant Gold Commissioner Griffin to Secretary for Lands and Public Works, on same subject. 26 March, 1859.....	5
3. Under Secretary for Lands and Public Works, in reply. 30 April, 1859	5
4. Same to Mr. Fell, with reference to his letter of 22nd March. 30 April, 1859	6
5. Assistant Gold Commissioner Griffin to Secretary for Lands and Public Works, furnishing further report on the matter. 10 June, 1859	6
6. Under Secretary to Assistant Commissioner Griffin, requesting him to furnish description of the land proposed to be resumed by the Government. 27 July, 1859.....	7
7. Assistant Commissioner Griffin, in reply (with enclosure). 22 August, 1859.....	7
8. Description (as furnished by Acting Surveyor General) of land alluded to	8
9. Under Secretary for Lands to Mr. Oloete (Commissioner in charge of the Southern Gold Districts), notifying intention of Government to withdraw this land from lease, &c. 18 January, 1860	8
10. Same to Agent for Church and School Estates, on the same subject. 18 January, 1860..	9
11. Notice in <i>Government Gazette</i> of withdrawal. 19 January, 1860.....	9

CHURCH AND SCHOOL LANDS, BRAIDWOOD.

No. 1.

W. C. FELL, Esq., to JAMES HUSBAND, Esq.

Braidwood, 22 March, 1859.

DIGGERS' PETITION.

DEAR SIR,

I enclose two Petitions, one from the Diggers resident upon and in the neighborhood of the Jembaicumbene Swamp, and the other from the inhabitants of Braidwood. Both Petitions are worded nearly alike, and both have the same object in view, namely, to get the Church and School Estates (now belonging to the Government) thrown open for digging purposes, or, in other words, to settle the now existing dispute between the diggers and the lessees of these lands. Taking the terms of the leases, the effect of a miner's right, the proclamation as to gold (I think in 1852), and the 20th Vic., No. 29, sec. 10, in connection, the diggers have (to say the least of it) a *colorable* title to dig upon the lands. By referring to the enclosed newspaper, the *Braidwood Dispatch*, you will see that Mr. Roberts (one of the lessees) failed in his cases for *malicious* trespass; and I submit that, even had the summons been taken out under the 9th section of the 20th Viet., No. 29, the Bench would have had no jurisdiction in the matter, as they would have had to decide upon a *right* to the usufruct of land. You will also perceive, from the leading article in the above paper, and from the account of the demonstration made by the diggers, that the point at issue is of vital importance to all parties.

I would also draw your attention to the signatures of the Inhabitants' Petition, to which you will find appended the signatures of all classes, including the *clergy* of all denominations.

Notwithstanding my urgent advice to the diggers in the first instance, and the reiteration of that advice publicly in Court after the dismissal of the cases for trespass, no less than forty claims are now opened on Mr. Roberts's land, simply because the Jembaicumbene Government Reserve is worked out, and the diggers must live.

A good many of the parties signing the Petition are marksmen, and their signatures are attested by Mr. Lewis; I am well acquainted with Mr. Lewis, and know his handwriting, and, if necessary, I will get a declaration from him as to the genuineness of the signatures made by mark only.

I now leave to you to forward these Petitions to the proper quarter, through such hands and in such way as you may think fit, and particularly request your own personal attention to the matter.

Please to forward to me without delay any communication you may receive from the Government.

As this letter alludes to several matters of importance not mentioned in the Petitions, perhaps it (or a copy of it) had better accompany the Petitions.

I remain, &c.,

W. C. FELL.

[Enclosure

[Enclosure in No. 1.]

To His Excellency Sir William Thomas Denison, Knight Commander of the Most Honorable Order of the Bath, Governor General in and over all Her Majesty's Colonies of New South Wales, Victoria, South Australia, and Western Australia, and Captain General and Governor-in-Chief of the Territory of New South Wales and its dependencies, and Vice-Admiral of the same, &c.

The humble Petition of the undersigned,—

SHEWETH:—

That your Petitioners are inhabitants of the district of Braidwood.

That upon the various diggings in the said district of Braidwood, namely, Upper and Lower Araluen, Little River, Major's Creek, Long Flat, Bell's Creek, Bell's Paddock, and Jembaicumbene Swamp, there is a population of about three thousand or four thousand diggers.

That in the said district of Braidwood there is no trade or manufacture, and owing to its distance from Sydney, the great expense of carriage, and from various other causes, a very small quantity of grain was until recently grown in such district, and the price of land and of sheep and cattle was very low; but that since the opening of the above-named diggings agricultural farming has greatly increased, the price of land (particularly town allotments in Braidwood) has risen several hundreds per cent., and the price of cattle and sheep and other stock has also risen, owing to the consequent influx of a large digging population; and such population has been the cause of bringing into this district a very considerable number of storekeepers, innkeepers, and tradesmen, all of whom are now wholly dependent, either directly or indirectly, upon the success of the diggers, and that any circumstances, therefore, tending seriously to injure the diggers and to drive them from the district would inevitably ruin at least nine-tenths of the inhabitants.

That the Araluen diggings, nearly the whole of which are taken up and worked by small companies, are fit only for strong parties possessed of a good amount of capital, the whole of the work being carried on there by deep sinking, stripping, and sluicing; whereas most of the other places above enumerated are what is termed "dry diggings," the work being carried on principally by shallow sinking, surfacing, and puddling, and the greater part of the latter diggings are now nearly worked out.

That of all the above-mentioned places the easiest to work and the best payable gold field is upon the Government Reserve at Jembaicumbene, and was the only spot available for the numerous diggers sent up to this district by the Sydney Diggers Relief Fund, and there is now a population of upwards of six hundred diggers on such Government Reserve, but the same will be entirely worked out in a few weeks.

That anticipating the failure of the last-named Gold Field, several parties prospected the adjoining land, which land forms part of the Church and School Estates, and found an excellent prospect; but owing to such land being under lease, they were unable to work to advantage, and the lessees themselves felt doubtful how to act in the matter.

That by the terms of the leases of the Church and School Estates the Government reserve to themselves all mines of gold and silver, &c., with liberty to enter and dig for the same, and also power to resume all lands required for any public purpose, upon giving such compensation to the lessees as shall be settled by arbitration in the manner mentioned in such leases.

That there is a very small portion of available Government land in this district, with the exception of the Church and School Estates, which comprise three large parishes, containing altogether no less than forty-two thousand four hundred and sixty acres, and the whole of these lands are now under lease; and from the prospects obtained in many parts, at a considerable distance from each other, are believed to be highly auriferous.

That all the land available for digging purposes for some distance around the Church and School Lands is for the most part private property, and, therefore, inaccessible for digging purposes, except through leave of the owners, and upon payment of a royalty or rent; if, therefore, the Church and School Lands are not at once thrown open for digging purposes it will be a great loss, if not ruin, to the district of Braidwood, as the diggers will be necessarily compelled to abandon the district, whereas if these lands are made available for digging purposes there is every prospect of the district increasing in prosperity, besides a much better revenue will be derived by the Government from the production of Gold than is now derived from the rent of the land in question.

Your Petitioners, therefore, humbly pray your Excellency, that you will be pleased to take such steps as may be necessary for the purpose of throwing open the Church and School Estates in the district of Braidwood for the purpose of gold digging. And that your Excellency will be pleased to consider the prayer of this Petition at as early a period as possible, as the subject matter thereof is of vital importance to your Petitioners.

And that you will grant such further and other relief in the premises as to your Excellency shall seem fit.

And your Petitioners will ever pray.

Signed by—

JOHN COULMAN,
and 106 other Petitioners. }

[Enclosure 2 in No. 1.]

To His Excellency Sir William Thomas Denison, Knight Commander of the Most Honorable Order of the Bath, Governor General in and over all Her Majesty's Colonies of New South Wales, Tasmania, Victoria, South Australia, and Western Australia, and Captain General and Governor-in-Chief of the Territory of New South Wales and its dependencies, and Vice-Admiral of the same, &c.

The humble Petition of the undersigned,—

SH EWETH :—

That your Petitioners are gold diggers, holding miners' rights.

That your Petitioners have for some time past been working at the various diggings in the said district of Braidwood, in the Colony of New South Wales.

That upon the various diggings in the said district of Braidwood, namely, Upper and Lower Araluen, Little River, Major's Creek, Long Flat, Bell's Creek, Bell's Paddock, and Jembaicumbene Swamp, there is a population of about three thousand or four thousand diggers.

That in the said district of Braidwood there is no trade or manufacture, and owing to its distance from Sydney, the great expense of carriage, and from other various causes, a very small quantity of grain was until recently grown in such district, and the price of land and of sheep and cattle was very low; but that since the opening of the above-named diggings agricultural farming has greatly increased, the price of land (particularly town allotments in Braidwood) has risen several hundreds per cent., and the price of cattle and sheep and other stock has also risen, owing to the consequent influx of a large digging population; and such population has been the cause of bringing into this district a very considerable number of storckeeper, innkeeper, and tradesmen, all of whom are now wholly dependent, either directly or indirectly, upon the success of the diggings, and that any circumstances, therefore, tending seriously to injure the diggers and drive them from the district would inevitably ruin at least nine-tenths of the inhabitants.

That the Araluen diggings (the whole of which are taken up and worked by small companies) are fit only for strong parties possessed of a good amount of capital, the whole of the work being carried on there by deep sinking, stripping, and sluicing; whereas most of the other places above enumerated are what is termed "dry diggings," the work being carried on principally by shallow sinking, surfacing, and puddling, and the greater part of the latter diggings are now nearly worked out.

Appendix A.

That of all the above-mentioned places the easiest to work and the best payable gold field is upon the Government Reserve at Jembaicumbene, marked A in the plan hereto annexed, and was the only spot available for the numerous diggers sent up to this district by the Sydney Diggers Relief Fund; and there is now a population of upwards of six hundred diggers on such Government Reserve, but the same will be entirely worked out in a few weeks.

That, antieipating the failure of the last-named gold field, several parties prospected the adjoining land, which land forms part of the Church and School Estates, and found excellent prospects; but were prohibited from working them by the lessees of those lands, although several parties have been working there for some time past with the consent of some of the lessees, and on payment to them of a monthly rent of £1 per man.

That by the terms of the leases of the Church and School Estates, the Government reserve to themselves all mines of gold, silver, &c., with liberty to enter and dig for the same, and also power to resume all lands required for any public purpose, upon giving such compensation to the lessees as shall be settled by arbitration, in the manner mentioned in such leases. It is therefore submitted, that the lessees allowing the gold reserved as the property of the Government to be carried away, and receiving compensation for breaking the soil of their leasehold land, was in direct contravention of the terms of their leases. That nearly the whole of the Church and School Lands are used by the lessees thereof for the purpose of grazing only, and your Petitioners submit that the lessees would be entitled, under any circumstances, to a very small compensation, as their cattle could for many years continue to graze upon the greater part of the said lands, notwithstanding the gold digging operations. Your Petitioners also beg to draw your Excellency's attention to the leases, and submit that it is questionable whether, by the terms thereof, the lessees are entitled to any compensation in case of the soil being broken for the mere purpose of obtaining minerals. That there is very small portion of Government land in this district, with the exception of the Church and School Estates, which comprise three large parishes, containing altogether no less than forty-two thousand four hundred and sixty acres, as appears by the tracing hereto annexed, and the whole of these lands are now under lease, and from the prospects obtained in many parts, at a considerable distance from each other, are believed to be highly auriferous.

Appendix A.

That all the land available for digging purposes for some distance round the Church and School Lands is for the most part private property, and, therefore, inaccessible for digging purposes, except through leave of the owners, which is often refused, and, if granted, is granted upon payment of a royalty or rent; in addition to which the works can be stopped at any moment at the will of the owner of the property. If, therefore, the Church and School Lands are not at once thrown open for digging purposes, it will be a great loss, if not ruin, to the district of Braidwood, as your Petitioners will necessarily be compelled to abandon the district; whereas, if these lands are made available for digging purposes, there is every prospect of your Petitioners being able from the extent and nature of the land, not only to continue to maintain themselves, but to realise an independence; in addition to which the unemployed

CHURCH AND SCHOOL LANDS, BRAIDWOOD.

5

unemployed population of Sydney to the extent of many hundreds will meet with abundance of profitable employment.

Your Petitioners, therefore, humbly pray your Excellency, that you will be pleased to take such steps as may be necessary for the purpose of throwing open the Church and School Estates in the district of Braidwood for the purpose of gold digging, and that your Excellency will be pleased to consider the prayer of this Petition at as early a period as possible, as the subject matter thereof is of vital importance to your Petitioners, and that you will grant such further and other relief in the premises as to your Excellency shall seem fit.

And your Petitioners will ever pray, &c.

[Signed by 234 Petitioners.]

No. 2.

ASSISTANT GOLD COMMISSIONER to SECRETARY FOR LANDS AND PUBLIC WORKS.

Braidwood, 26 March, 1859.

SIR,

I have the honor to call your attention to the following matter.

2. It seems that, in 1850, a lease of certain lands in this neighborhood, known as Church and School Lands, was granted to a Mr. Roberts for *grazing* purposes, a right to *all minerals* being reserved.

3. Mr. Roberts some months ago threw open a portion of land to the public for gold digging—a license fee of £1 per month being paid to his agent by all persons mining on that portion.

4. Very lately, gold in paying quantities having been discovered in an *enclosed* piece of this leased land, the diggers have commenced operations against Mr. Roberts's wish—the result being the police case reported in the newspaper I forward herewith.

5. It is stated that some notion is entertained of laying the information under a different Act—the recent Gold Fields' Act—as mining on *private* land without the owner's consent, and so bringing the case on again. I should, therefore, like some information as to whether Church and School Lands are to be considered Crown Lands or not—the lease being as yet uncanceled.

I have, &c.,

J. H. GRIFFIN,

A. G. C.

No. 3.

UNDER SECRETARY FOR LANDS AND PUBLIC WORKS to ASSISTANT GOLD COMMISSIONER.

Department of Lands and Public Works,
Sydney, 30 April, 1859.

SIR,

Referring to your letter of the 26th ultimo, in which you represent that Mr. William Roberts, the lessee of certain Church and School Lands in the vicinity of Braidwood, has refused the diggers permission to work upon portions of his land, and request, therefore, instructions in the matter,—I am directed to inform you that two Petitions having been received through Mr. W. C. Fell, solicitor at Braidwood—one from the diggers in the vicinity of the Jembaicumbene Swamp, and the other from certain of the inhabitants of Braidwood, praying that such lands may be thrown open for digging purposes—the Secretary for Lands and Public Works is desirous of having from you a *full* report as to the richness, &c., and other advantages that these lands possess.

2. This information I am desired to state is necessary to enable the Government rightly to determine whether or not such a case is made out as would justify an application to Parliament to make provision for the compensation which it appears, from an opinion given by the Crown Law Officers in 1852, it would be necessary to award to the lessee on the resumption of the land by the Government.

I have, &c.,

MICL. FITZPATRICK.

No. 4.

No. 4.

UNDER SECRETARY FOR LANDS AND PUBLIC WORKS to W. C. FELL, Esq.

*Department of Lands and Public Works,
Sydney, 30 April, 1859.*

SIR,

With reference to the letter addressed by you to James Husband, Esq., for transmission to this office, of date the 22nd ultimo, and with which were forwarded two Petitions, one from certain diggers resident in the vicinity of the Jembaicumbene Swamp, and the other from the inhabitants of Braidwood, praying that the Church and School Lands, at present under lease to private parties, may be thrown open for gold digging purposes,—I am instructed by the Secretary for Lands and Public Works to inform you, that from an opinion given by the Crown Law Officers on the subject in 1852, it appears that the only way in which Church and School Lands that are already leased can be thrown open to the operations of the diggers is by the Government resuming such of those lands as may be required, and that such resumption can only be enforced on payment of compensation.

2. As, however, means of compensation can of course only be obtained by a vote of Parliament, I am directed to state that Mr. Secretary Robertson has considered it desirable to refer the matter to the Assistant Gold Commissioner at Araluen, Mr. Griffin, in order that he may report fully as to the richness, and other advantages, that these lands possess, so as to enable the Government rightly to determine whether or not such a case is made out as to justify an application to Parliament for the necessary provision.

I have, &c.,

MICL. FITZPATRICK.

No. 5.

ASSISTANT GOLD COMMISSIONER to SECRETARY FOR LANDS AND PUBLIC WORKS.

Braidwood, 10 June, 1859.

SIR,

In accordance with the instructions conveyed in your letter of the 30th April last, requesting a Report on the Church and School Estates in this neighborhood, I have the honor to forward a statement of the grazing, agricultural, and mineral advantages which these lands in my opinion possess.

2. This fine tract of country in the County of St. Vincent, known as the Church and School Estates, adjoins and is bounded on the east by the town of Braidwood, on the south by the Jembaicumbene Creek, and on the north and west by the Shoalhaven River. The block of land encircled by these boundaries, containing more than 43,000 acres, comprises three parishes, being, with the exception of some small portions or patches here and there, in point of grazing and agricultural capabilities, second to no other portion of the Braidwood District.

3. It appears to me, after as careful an inspection as the various calls on my time admitted, that the greatest quantity of good grazing and agricultural land in this Estate lies between the Durran Durra Creek and Mount Solos or Gillimatong, chiefly in the parish of Percy; with some excellent patches between the Gillimatong and Jembaicumbene Creeks, in the parish of Boyle; as well as the "Warri" and other good alluvial flats, in the parish marked Bruce.

4. A rough estimate—arrived at partly from personal inspection, and partly from the suggestion of competent agriculturists—leads me to the conclusion that at least 35,000 acres of this estate are excellent grazing land, including fully 15,000 acres fit for the plough; leaving some 8,000 acres more or less occupied by scrub, or covered with soil so shallow and intersected with rocks, as to be ill adapted for either agriculture or grazing.

5. If one may judge of the mineral riches of these lands from their geological formation, as compared with Major's Creek, Long Flat, and the Bell's Paddock diggings, gold would appear to be more or less distributed over the whole block—indeed, digging operations are being successfully carried on along and near the banks of the Jembaicumbene Creek; from the village reserve which adjoins the sections marked on the map "John
"Coghill,"

"Coghill," to near the junction of the stream with the Shoalhaven River, and in many of the smaller watercourses passing through the land, especially in the bed of the Gillimatong Creek, which passes through the town of Braidwood, "prospects" proving the existence of gold have been obtained.

6. The digging operations alluded to above, on the Jembaicumbene Creek, have given rise to proceedings in the Braidwood Police Office, between Mr. Roberts, the lessee, and the persons digging (mentioned in my letter of the 26th March last.) Presuming, therefore, that the question of compensation to the lessee, as to the amount of damages sustained, will be gone into by arbitration on the spot, I think it needless in this Report to more than suggest that the Resident Gold Commissioner for the time being be empowered, on the occurrence of any sudden emergency caused by the discovery of a paying gold field on any portion of these lands, to call on the local surveyor to measure and estimate, as nearly as possible, the number of acres required for gold digging purposes, so that leases might be *partially* instead of *wholly* cancelled, as cases might arise where gold mining would not materially interfere with land leased for grazing; and it seems to me that the mining interest might be promoted without in any way being antagonistic to that of the grazier.

7. The whole of this Estate is held, more or less, under grazing leases, either in blocks of open or enclosed forest land. Most of the buildings and other similar erections are of an inexpensive kind. The fencing, however, of many of the enclosures under lease seems to have been put up well and substantially, and at considerable cost, either by the lessees or their tenants—persons to whom portions of these lands have been sub-let for agricultural and other purposes.

8. In conclusion, I may remark that these lands, situate, as they are, close to the town of Braidwood, and in the centre of its gold fields—well-watered, luxuriantly grassed, abounding in good land, covered with timber available for building, fencing, and other farming purposes, would, even in the absence of paying deposits of gold, by a judicious measurement and division, whether in small agricultural farms or otherwise, always realize the full upset value of £1 per acre.

I have, &c.,

J. H. GRIFFIN,

A. G. C.

No. 6.

UNDER SECRETARY FOR LANDS AND PUBLIC WORKS to ASSISTANT GOLD COMMISSIONER.

*Department of Lands and Public Works,
Sydney, 27 July, 1859.*

SIR,

With reference to your letter of the 10th ultimo, reporting upon the Church and School Lands in the vicinity of Braidwood, which the mining population have petitioned to be thrown open for gold digging purposes, I am now directed to request that you will be so good as to report how much of the above lands you consider it necessary to withdraw from lease, in order to satisfy the requirements of the gold diggers; and further, that you will endeavor so to describe the land to be withdrawn, as to enable the Surveyor General to identify it, and prepare a technical description of its boundaries.

I have, &c.,

MICL. FITZPATRICK.

No. 7.

ASSISTANT GOLD COMMISSIONER to UNDER SECRETARY FOR LANDS.

Braidwood, 22 August, 1859.

SIR,

With reference to your letter of the 27th July last, requesting me to report how much of the Church and School Lands, in this neighborhood, I would recommend to be withdrawn from lease for gold digging purposes, I have the honor to forward herewith the description and tracing of some two thousand acres, on the Jembaicumbene Creek, which Appendix B. block will, I think, satisfy the present requirements of the gold diggers located there.

2. I would suggest the reservation of all roads now in use, and give permission to any persons renting the lands adjoining for grazing purposes to fence off one or more approaches to water on the creek, for the use of cattle, if required.

3. It may be advisable to continue a reserve, of say half a mile, of this land along the whole bank of the Shoalhaven River, from the junction of the Jembaicumbene Creek, downwards, the line marked on the tracing attached being merely a provision for present wants.

I have, &c.,

J. H. GRIFFIN,
A. G. C.

[Enclosure in No. 7].

The block proposed to be thrown open for digging is:—Bounded on the south by Jembaicumbene Creek to its confluence with the Shoalhaven River; on the west by that river; on the east by a village reserve and a continuation of the eastern boundary of that reserve, northerly say forty chains; and on the north by a line bearing west to the Shoalhaven River.

J. H. GRIFFIN.

No. 8.

DESCRIPTION of Land proposed to be withdrawn from Lease for Gold Mining purposes in the neighborhood of Braidwood.

2,188 acres.

County of St. Vincent, parish of Boyle, on Jembaicumbene Creek and Shoalhaven River.

Commencing on Jembaicumbene Creek, at the south-west corner of a village reserve, being a point one mile west from the west boundary of John Coghill's 890 acres; and bounded on the east by the west boundary of the aforesaid reserve, bearing north; on the south by the north boundary of that reserve, bearing east one mile, to the west corner of John Coghill's 890 acres aforesaid; again on the east by part of the west boundary of John Coghill's 640 acres, bearing north half a mile; on the north by a line bearing west to the Shoalhaven River; on the west by that river upwards to the confluence therewith of Jembaicumbene Creek; and again on the south by that creek upwards to the point of commencement.

By plans in the Surveyor General's Office the lessees of the above area are—W. J. Roberts, 1,013 acres; Andrew Badgery, 477 acres; Alexander McKellar, 698 acres; total, 2,188 acres.

No. 9.

UNDER SECRETARY FOR LANDS to GOLD COMMISSIONER, GOULBURN.

Department of Lands,

Sydney, 18 January, 1860.

SIR,

I am directed to inform you that the Government, having had under consideration a correspondence which has taken place between Mr. Commissioner Griffin and this Department, respecting certain portions of Church and School Lands near Braidwood, proposed to be withdrawn from lease for gold digging purposes, are of opinion that the land (a description of which is herewith enclosed) is obviously required for public purposes in connection with the beneficial working of the Gold Fields, and have decided therefore upon resuming the same, subject to the proper arrangements being made for compensating the holders of the existing leases.

2. The Agent for Church and School Estates has been accordingly apprised to this effect, and requested to make the necessary communication to the parties interested.

3. I am to add that a notification of the withdrawal of these lands from lease will appear in an early number of the *Government Gazette*.

I have, &c.,

MICL. FITZPATRICK.

See No. 8 in
Schedule.

No. 10.

No. 10.

UNDER SECRETARY FOR LANDS to AGENT FOR CHURCH AND SCHOOL ESTATES.

Department of Lands,

Sydney, 18 February, 1860.

SIR,

It having been decided by the Government to withdraw from lease—subject to the proper arrangements being made for compensating the holders of the existing leases—certain portions of Church and School Lands in the vicinity of Braidwood, which are, it is considered, obviously required for public purposes in connection with the beneficial working of the Gold Fields,—I am directed to request that you will have the goodness to communicate this decision to the lessees of the lands in question, in order that they may name the arbitrators whom they may wish to act in their behalf in the award of compensation, as provided by the terms of lease.

Description here-
with (see No. 8
in Schedule.)

Messrs.
W. J. Roberts,
A. Badgery,
and
Alex. McKellar

2. I am to add, that a notification of the withdrawal of these lands from lease will appear in an early number of the *Government Gazette*.

I am, &c.,

MICL. FITZPATRICK.

No. 11.

NOTICE in Government Gazette.

Department of Lands,

Sydney, 19 January, 1860.

NOTICE is hereby given, that the portions of Church and School Lands hereinunder described have been withdrawn from lease, the same being required for public purposes in connection with the working of the Gold Fields.

(For description, see No. 8 in Schedule.)

J. BLACK.

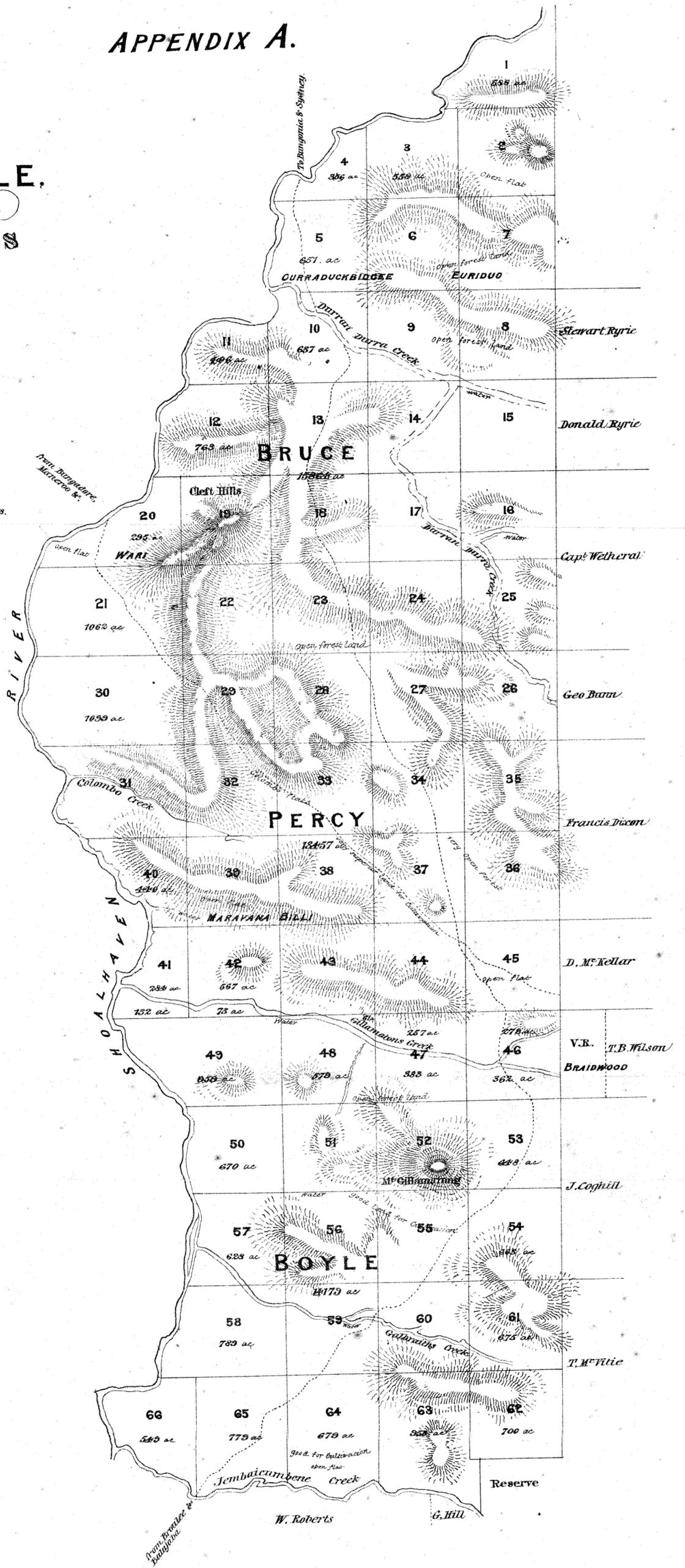
PLAN
OF THE PARISHES OF
PERCY. BRUCE & BOYLE.
forming Portions of the
CLERGY & SCHOOL ESTATES
COUNTY OF ST VINCENT

N. S. W

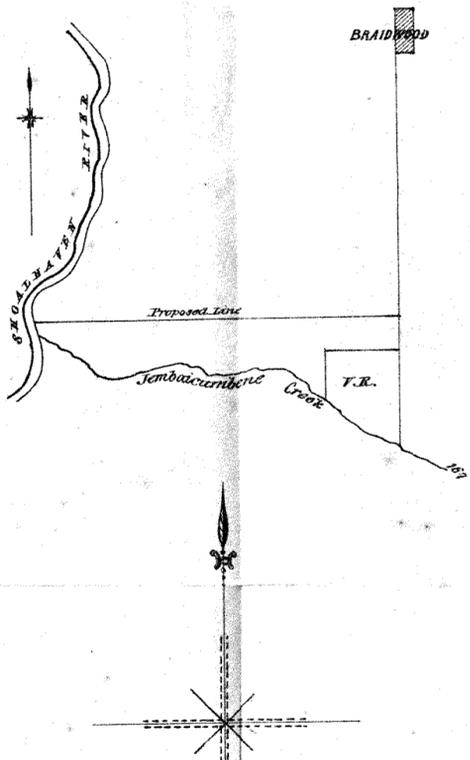
REFERENCE

	Lot	1	2	3	4	5	6	ac
Thomas Christmas	1							538
Martin Gray	2							2858
William Jennings	7							640
J. C. Ryrie	8							2296
Hugh Gordon	10, 12, 13, 14, 15, 18, 20							21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
C. Basingthorpe	11							400
James Newton	12							240
John Painter	13							1289
G. H. Bury	14							240
Joseph Taylor	15							1289
J. Coghill, Esq.	16							3951
James Larnier	17							1050
Patrick Goulding	18							4521
Thomas Draper	19							2551
Thomas Bell, Esq.	20							1890
William Draper	21							579
Alexander M'Kellar	22							517
W. J. Roberts	23							2264
Andrew Badger	24							777

APPENDIX A.



APPENDIX B.



Sig 467

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

CHURCH AND SCHOOL LANDS.

(OPINIONS OF CROWN LAW OFFICERS RESPECTING TENURE OF.)

Ordered by the Legislative Assembly to be Printed, 22 May, 1860.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 7 October, 1859, praying that His Excellency the Governor General would be pleased to cause to be laid upon the Table of this House,—

“Copies of all Opinions which have been given by the Crown Law Officers on the present Tenure of the so-called Church and School Lands.”

(*Mr. Murray.*)

SCHEDULE.

NO.	PAGE.
1. Opinion of J. H. Plunkett, Esq., Attorney General, and W. M. Manning, Esq., Solicitor General. 1 December, 1846	2
2. Opinion of James Martin, Esq., Attorney General, and Alfred P. Lutwyche, Esq., Solicitor General. 2 October, 1856	2
3. Opinion of James Martin, Esq., Attorney General, and Alfred P. Lutwyche, Esq., Solicitor General. 2 October, 1856	3
4. Opinion of James Martin, Esq., Attorney General, and Alfred P. Lutwyche, Esq., Solicitor General. 2 October, 1856	3
5. Opinion of W. M. Manning, Esq., Attorney General. 17 December, 1856	4
6. Opinion of J. B. Darvall, Esq., Solicitor General. 17 December, 1856	5
7. Opinion of the Honorable Edward Wise, Solicitor General. 7 July, 1857	6
8. Opinion of Mr. Solicitor General Lutwyche. 16 November, 1857	7
9. Opinion of Mr. Solicitor General Lutwyche. 17 November, 1857	8

CHURCH AND SCHOOL LANDS.

No. 1.

*OPINION of J. H. Plunkett, Esq., Attorney General, and W. M. Manning, Esq.,
Solicitor General.*

*Attorney General's Office,
1 December, 1846.*

SIR,

Church and
School Lands.

With reference to the letter of the Agent for the Church and School Lands, dated 22nd September, 1846, respecting the leasing of those lands, which letter His Excellency the Governor was pleased to refer to us for our report thereon,—

We have the honor to state that we have carefully examined the letters patent, incorporating "the trustees of the Clergy and School Lands;" copies of the grants to that Corporation; the Secretary of State's Despatches of 25th May, 1829, and 19th June, 1830, together with the King's instructions enclosed in the latter despatch, for altering the management of the affairs of the Corporation; the Order in Council revoking the above letters patent; and the Colonial Act of 5 William IV., No. 11; and the Imperial Act of 5 and 6 Vict., cap. 36; and that we are of opinion that the lands originally granted to the late Corporation and resumed by the Crown upon its dissolution are not "*waste lands*" of the Crown within the meaning of the Crown Land Sales Act, by reason of their having been "*dedicated and set apart for a public use,*" and that consequently they may be leased in the same manner as previously to the passing of that Act.

We have, &c.,

J. H. PLUNKETT,
Attorney General.

W. M. MANNING,
Solicitor General.

THE HONORABLE
THE COLONIAL SECRETARY.

No. 2.

*OPINION of James Martin, Esq., Attorney General, and Alfred P. Lutwyche, Esq.,
Solicitor General.*

(No. 56-155.)

SIR,

*Attorney General's Office,
Sydney, 2 October, 1856.*

Enclosures here-
with returned.

In reply to your letter of the 27th ultimo, covering papers respecting the Church and School Lands at Blaney, we have the honor to state that we think, for the reasons assigned by us in detail in the accompanying communication, that the village of Blaney, being part of the Clergy and School Estates, is a portion of the waste lands of the Crown.

2. It may, therefore, be sold, but cannot be leased.

We have, &c.,

JAMES MARTIN,
Attorney General.

ALFRED P. LUTWYCHE,
Solicitor General.

THE HONORABLE
THE COLONIAL SECRETARY.

No. 3.

No. 3.

OPINION of James Martin, Esq., Attorney General, and Alfred P. Lutwyche, Esq., Solicitor General.

(No. 56-156.)

*Attorney General's Office,
Sydney, 2 October, 1856.*

SIR,

In reply to your letters of the 4th and 25th ultimo, requesting opinion respecting Leases of Church and School Estates, we have the honor to state that we think, for the reasons assigned in detail in an accompanying communication, that the Church and School Estates form a portion of the waste lands of the Crown, and therefore may be sold, but cannot be leased.

We have, &c.,

JAMES MARTIN,

Attorney General.

THE HONORABLE

THE COLONIAL SECRETARY.

ALFRED P. LUTWYCHE,

Solicitor General.

No. 4.

OPINION of James Martin, Esq., Attorney General, and Alfred P. Lutwyche, Esq., Solicitor General.

(No. 56-157.)

*Attorney General's Office,
Sydney, 2 October, 1856.*

SIR,

Referring to a letter addressed from your office on the 26th February last, No. 173, to the Crown Law Officers, and enclosing the copy of a letter, dated 14th of February, from the Acting Auditor General, we have the honor to make the following report for the information of His Excellency the Governor General :—

1. The Church and School Lands, comprehending nearly 450,000 acres, appear to have been granted to a Corporation, created by Royal Charter in 1826, in order "to make provision for the maintenance of religion and the education of youth in the Colony of New South Wales."

2. In 1833 the Corporation was dissolved, under a power reserved in the Charter, by an Order in Council dated on the 4th February in that year.

3. On the 5th August, 1834, an Act of Council (5 Will. IV., No. 11) was passed for regulating the affairs of the late Corporation, and to secure to purchasers their titles to lands purchased by them from the said Corporation. The preamble of that Act recites, that on the dissolution of the Corporation all the lands vested in the said Corporation reverted and became absolutely vested in the Crown, but contains no provisions for carrying out the trusts for which the Corporation was created.

4. Apparently, however, upon the ground that the Crown, although it could not be a trustee in a strictly legal sense for anyone, was yet a trustee in public policy for the maintenance of religion and the education of youth, the Government of the day seems to have considered that the lands in question ought to be reserved for those objects.

5. No systematic plan appears to have been adopted to form to advantage the estate until 1841, when a scheme was approved of for granting leases for seven, fourteen, and twenty-one years.

6. On the 22nd June, 1842, an Imperial Act (5 and 6 Vict., cap. 36) was passed for regulating the sale of waste land belonging to the Crown in the Australian Colonies. The 23rd section of that Act defines the words "waste lands" to mean lands "which now are or shall hereafter be vested in Her Majesty, and which have not been dedicated or set apart for some public use."

7. In 1843 the scheme of granting leases for terms of seven, fourteen, and twenty-one years was abandoned, upon the supposition that the lands originally granted to the Corporation had, by its dissolution, become absolutely vested in the Crown, and that consequently they were "waste lands" within the meaning of the statute last referred to.

8. The matter having been referred to the Law Officers, the late Attorney and Solicitor General, Mr. Plunkett and Mr. Manning, on 1st December, 1846, gave a joint opinion that the lands in question were not "waste lands" within the meaning of the Act 5 and 6 Vict., cap. 36, upon the ground that they had been "dedicated and set apart for a public use."

9. We regret that we are unable to concur in that opinion. We think that the 3rd section of the Act clearly shews what the Imperial Parliament contemplated by lands "dedicated and set apart for a public use." That section excepts from the operation of the Act lands required for public uses, and specifies "such lands as may be required for public roads or other internal communications, whether by land or water, or for the use or benefit of the aboriginal inhabitants of the country, or for purposes of military defence, or as the sites of places of public worship, schools, or other public buildings, or as places for the interment of the dead, or places for the recreation and amusement of the inhabitants of any town or village, or as the sites of public quays or landing places on the sea coast or shores of navigable streams, or for any other purpose of public safety, convenience, health, or enjoyment."

The words which are underlined can only be construed according to the rules laid down for the interpretation of statutes to purposes of the same kind as those previously enumerated; and we are of opinion, that the maintenance of religion and the education of youth are not purposes which the Imperial Parliament had in view by that section.

10. We are fortified in the opinion above expressed, by observing that the late Attorney General, Mr. Manning, in a Memorandum dated 17th June last, suggests that there may possibly be ground for dissent from the opinion of Mr. Plunkett and himself, dated 1st December, 1846.

11. As we think that the lands in question were absolutely vested in the Crown at the time of the passing of the Act 5 and 6 Vic., cap. 36, it follows, that all revenue derived from the Clergy and School Estates forms a portion of the Consolidated Revenue Fund, which, under section 47 of the Constitution Act, includes all territorial revenues of the Crown, and must be accounted for to the Legislature of the Colony.

12. We are of opinion, that it will be necessary to introduce a Bill into the Legislature to carry out, in a legal manner, any of the objects to which the income derived from the lands in question has hitherto been applied.

THE HONORABLE
THE COLONIAL SECRETARY.

We have, &c.,
JAMES MARTIN,
ALFRED P. LUTWYCHE.

No. 5.

OPINION of W. M. Manning, Esq., Attorney General.

I ENTIRELY concur in the opinion given by the Solicitor General (Mr. Darvall), which confirms, as will be seen, that given by the late Attorney General, Mr. Plunkett, and myself, as Solicitor General, on 6th December, 1846, and is opposed to that lately given by Mr. Martin and Mr. Lutwyche, whilst Attorney and Solicitor General.

2. Upon minute examination of the documents and Acts of Council bearing upon the question many further arguments suggest themselves, which support the result at which he has arrived; of these I will only mention the following:—

The Act of 5 Gul. IV., instead of declaring that the lands and other property of the late Corporation shall be dealt with as ordinary lands and property of the Crown, makes special provisions for their management by the Governor and by an agent to be appointed expressly for that purpose. This implies that these lands and property were not to be regarded as being identical in tenure and destination with the lands and property absolutely vested in the Crown for general public uses. The provisions in question even go the length of giving to the agent the powers of a bailiff for preventing intrusion, &c., "in respect of lands of the said Corporation which are now vested in Her Majesty;" although the Legislature had in the immediately preceding year provided "for the protection of the
" Crown

“ ‘*Crown Lands*’ of the Colony,” by authorizing the appointment of commissioners, and giving to such commissioners powers *in respect of Crown Lands*, precisely similar to those so given to the agent of the Church and School Lands. Had the lands been regarded as “*Crown Lands*” in the general sense of the term, the Legislature would have left them, in common with other lands, to the protection of the Commissioners. It is also to be observed that, although the term “*Crown Lands*” had a known and recognised meaning, and had been adopted by the Legislature in the Act 4 Gul. IV., No. 10, it is entirely avoided in the Act for regulating the affairs of the Corporation.

17 December, 1856.

W. M. MANNING,
Attorney General.

No. 6.

OPINION of J. B. Darvall, Esq., Solicitor General.

THE Church and School Lands were granted by the Crown to a Corporation, which was created by Charter on the 9th March, 1826, and called, “The Trustees of the Clergy and School Lands in the Colony of New South Wales,” with powers to hold, let, sell, cultivate, mortgage, &c., &c.

2. By the 36th clause of this Charter the Crown was empowered to *dissolve the Corporation* if it should seem expedient, and therefore the land was to revert to, and become absolutely vested in, the Crown (subject to existing contracts or mortgages, &c., &c.), “*To be held, applied, and disposed of by the Crown in such a manner as to the Crown should appear most conducive to the maintenance and promotion of religion and the education of youth in the Colony.*”

3. By the contemplated exercise of this power the Charter seems to me to have intended the destruction of the Corporation, but the preservation of the trusts, and that the lands should vest in the Crown, not as absolute owner, but as a trustee for a particular purpose consistently with the original dedication of the land.

4. The King can, I apprehend, be a trustee of lands, although he cannot be compelled to execute the trusts, and that, by the due exercise of the powers in the Charter, the land would vest in the Crown as trustee.

5. On the 1st January, 1831, under a power in the Charter to alter the management of the estate, commissioners were appointed to supersede the trustees in the management of the lands, which, however, still remained vested in the trustees. I assume that the commissioners acted.

6. On the 4th February, 1833, the power of dissolution was exercised, and the Corporation was dissolved in terms of the Charter provisions, which did not go to the abolition of the trust. By this dissolution the land vested in the Crown, not, in my judgment, as absolute owner, but as trustee, and the land remained, I think, subject to the trusts before alluded to.

7. On 5th August, 1834, the 5th and 6th Will. IV., No. 11, was passed *inter alia to regulate the affairs of the late Corporation*, the recital of that Act shews that the intention of the Legislature was to enable the Governor justly to carry out the then existing contracts of the Corporation, and only recites so much of the effect of the dissolution as is relevant to that object. The Act then proceeds to vest in the Crown all debts, mortgages, stock, &c., of the Corporation which had not so vested by the operation of the Order in Council dissolving the Corporation, and although the words used in the Act might be large enough to include the lands of the Corporation which had already vested in the Crown, and although the words in the Act seem to declare that stock, debts, mortgages, &c., had already vested in the Crown, which I think had not before the Act so vested, still the Act does not seem to me to affect the lands granted to the Corporation, because they had already vested in the Crown, and I think the Legislature only intended to do what was necessary, viz., to vest in the Crown stock, mortgages, &c., which had not by the operation of the dissolution vested in the Crown. I think, therefore, that this Act did not disturb the

trusteeship

trusteeship of the Crown which was previously created, but only cast additional duties on the Crown, and transferred to it additional property.

8. On the 22nd June, 1842, the 5th and 6th Vic., cap. 36, was passed, *for regulating the sale of the waste lands of the Crown*. The 3rd section of this Act gives a certain prospective power of reserving lands for certain purposes, "or for any other purposes of public safety, convenience, health, or enjoyment."

9. The 23rd section defines waste lands to be "lands vested in the Crown" (that is, absolutely vested and not held in trust), and which had not been already granted, or lawfully granted to any person or persons in fee simple or for an estate of freehold, or for a term of years, and which had not been dedicated or set apart for any public use.

10. If the lands in question had been waste lands, I should think that the reserving power in sect. 3 would not justify their reservation as Church and School Lands; but to bring the lands within the operation of that Act, or of the Constitution Act, they must be waste lands.

I think they are not waste lands, and that even if they do not fall within the description of lands *which have been already granted*, still they have been set apart for a public use, and for that use are now held by the Crown in trust.

11. The term public use is not, in my opinion, to be limited to the class of cases defined by the 3rd section. It follows, therefore, that in my opinion the moneys and lands are not a part of the Consolidated Revenue of the Colony.

J. B. DARVALL,
Solicitor General.

17 December, 1856.

No. 7.

OPINION of the Honorable Edward Wise, Solicitor General.

I HAVE perused the several opinions herein, and I agree with Messrs. Plunkett, Manning, and Darvall, that the lands in question are not waste lands within the 5th and 6th Vic., cap. 36.

Had the question been put, prior to that Act,—Are these lands dedicated and set apart for some public use? I cannot doubt that the answer would have been in the affirmative; and, if so, what is there in that Act to alter their character? The definition in section 23 is altogether independent of the powers given by section 2 to dispose of waste lands otherwise than by sale in future; and I do not think that the powers given by section 2 can limit the wider meaning of the words in the 25th section.

This opinion is supported, I think, by the 5th and 6th Vic., cap. 36, section 20, which enacts, "that nothing therein contained shall affect or be construed to affect any contract, or to prevent the fulfilment of any promise or engagement made by or on behalf of Her Majesty with respect to any lands situate in any of the said colonies in cases where such contracts promises or engagements shall have been lawfully made before the time at which this Act shall take effect in any such colony."

Now the original charter provided, "that the lands which should revert to the Crown should be held, applied, and disposed of by the Crown in such manner as to the Crown should appear most conducive to the maintenance and promotion of religion and the education of youth in the colony." It might, therefore, be held, without any strained construction, that there was a promise or engagement with respect to Church and School Lands, which would exclude them from the operation of the Act.

A further argument in support of this view is, I think, derived from the circumstance that the Orphan School Estates were, by virtue of the 7th George IV., No. 4, vested in the Corporation (Clergy and School Trustees) at the time of its dissolution. And, if the words waste lands include the latter, it would necessarily follow that they would include the former, which would be such an act of gross injustice, that nothing but the clearest enactment could legalize.

On the whole, therefore, my opinion is, that the Church and School Lands are not "waste lands" within the 5th and 6th Vic., section 26.

E. WISE,
Solicitor General.

7 July, 1857.

No. 8.

OPINION of Mr. Solicitor General Lutwyche.

1. I have persued, with the attention which the importance of the subject demands, the several opinions of Messrs. Darvall, Manning, and Wise, on this matter; but, with all the respect which I entertain for the legal attainments and abilities of those gentlemen, I am bound to say that their reasoning has failed to convince me that the Clergy and School Estates are not waste lands of the Crown, and that I, therefore, still adhere to the opinion given by the present Attorney General and myself on the 2nd of October, 1856.

2. Mr. Darvall's opinion appears to be chiefly based upon the assumption that a trust and power are, if not absolutely identical, so closely allied as to be convertible terms. I apprehend, however, that they are essentially distinct, and that a Court of Equity could not as against a Corporation—much less as against the Crown—enforce any particular mode of dealing with the lands in question under provisions similar to those of the 36th clause of the Charter. By the terms of that clause it was stipulated that if the Crown thought fit the Corporation should be dissolved, and that thereupon the land should revert to and become absolutely vested in the Crown (subject to existing contracts or mortgages), to be held, applied, and disposed of by the Crown *in such manner as to the Crown should appear most conducive* to the maintenance and promotion of religion and the education of youth in the Colony. Such a clause did not define and create a trust in its legal sense, which is the only sense in which jurists can deal with it, but conferred a discretionary power, the exercise of which no one could ever have called in question, even if it had been exerted to effect objects very remote indeed from the maintenance and promotion of religion and the education of youth in the Colony.

3. The instances in which the Queen may be a trustee of lands, though even then she would not be compellable to execute the trusts, seem to be confined to cases in which she takes land derivatively, as by descent, or by forfeiture from a trustee. She is also considered to be a *quasi* trustee in the case of a lunatic. But the general rule of law is, that the Crown cannot be a trustee for anyone, and I think that this rule applies with peculiar force to lands which *revert* to the Crown on the dissolution of a Corporation, because it has failed to carry out the objects for which it was created.

4. I think that the 3rd and the 23rd clauses of the Act 5 and 6 Vict., cap. 36, must be read and construed together in order to give effect to the other portions of the Act. The preamble recites the expediency of establishing an uniform system of disposing of the *waste* lands of the Crown. The second section enacts that no such lands shall be alienated except by sale, and the third section proceeds to except from the operation of the preceding clause lands required for public uses. Among these it specifies *sites* of places of public worship or schools, and by that very specification excludes, in accordance with a well known rule of construction, lands which may be required as an *endowment* for such places of public worship or schools, when built. The words "set apart for some public use" in the interpretation clause appear to be a compendious form of expressing the public uses enumerated in the 3rd section, for although the operation of that section is prospective, while the 25th section is retrospective in its effect, I shall be slow to believe that the Imperial Legislature meant to open up so wide a field for litigation as the larger construction, which Mr. Darvall has contended for, would present. It would be very difficult indeed to say what "*some* public use" would not include.

5. The Act 5 Wm. IV., No. 11, bears entirely upon matters arising out of the dealings of the lately dissolved Corporation, with the exception of the clauses relating to the agent's authority; and, I think, that very little weight is due to the argument derived from his separate appointment. That might have been determined on simply as an administrative arrangement.

6. The 20th section of the Act 5 and 6 Vic., c. 36, does not seem to me to touch the present question. To or with whom has any promise, contract, or engagement been made or entered into since the dissolution of the Corporation? Doubtless a general impression and understanding prevailed that the revenues of the Church and School Estates would be applied

applied for religious and educational purposes ; but the question is, whether a legal promise has been given by the Crown, since the Corporation was dissolved, to apply the revenues exclusively to those purposes. It has dealt with them in that manner, but there is no evidence of a formal engagement to that effect.

7. Upon the whole, therefore, I am of opinion that, upon the dissolution of the Corporation, the Church and School Estates vested absolutely in the Crown ; that, at the time of the passing of the Act 5 and 6 Vic., c. 36, these lands had neither been granted nor contracted to be granted to any person, and had not been set apart for any public use ; that they were consequently then waste lands of the Crown ; that as such they could only have been since legally alienated by way of sale, or by grant for some of the public uses specified in the 3rd section of that Act ; and that all revenue derivable therefrom forms a portion, under the existing Constitution Act, of the Consolidated Revenue Fund.

ALFRED P. LUTWYCHE,

Solicitor General.

16 November, 1857.

No. 9.

OPINION of Mr. Solicitor General Lutwyche.

FOR the reasons detailed in my opinion of the 16th November instant, and in the joint opinion of the present Attorney General and myself of 2nd October, 1856, I think that the Church and School Estates are Waste Lands of the Crown, and as such cannot be leased.

ALFRED P. LUTWYCHE,

Solicitor General.

17 November, 1857.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

CHURCH AND SCHOOL LANDS.

REPORT FROM THE SELECT COMMITTEE

ON THE

CHURCH AND SCHOOL LANDS;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,

24 April, 1860.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET

1860.

1859-60.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 15. FRIDAY, 23 SEPTEMBER, 1859.

14. Church and School Lands:—Mr. Murray moved, pursuant to notice,—
(1.) That a Select Committee be appointed to inquire into and report upon the so-called Church and School Lands of this Colony.
(2.) That such Committee consist of Mr. Clements, Mr. Rotton, Mr. Wilson, Mr. Nott, Mr. Egan, Mr. Flood*, Mr. Black†, Mr. Parkes, Mr. Morris, and the Mover.
Debate ensued.
Question put and passed.

* Seat declared vacant, 30 September, 1859.

† Seat declared vacant, 26 October, 1859.

VOTES No. 44. FRIDAY, 16 DECEMBER, 1859.

17. Church and School Lands:—Mr. Murray moved, pursuant to notice, That the following Members be added to the Select Committee upon Church and School Lands, viz.:—
Mr. Flood*, and Mr. Black.
Question put and passed.

* Seat vacant, 16 January, 1860.

VOTES No. 81. THURSDAY, 19 APRIL, 1860.

14. Church and School Lands:—Mr. Rotton (*by Consent*) moved, pursuant to notice (No. 6), on behalf of the Chairman of the Select Committee on Church and School Lands,—
That the Rev. Dr. Lang be added to that Committee.
Question put and passed.

VOTES No. 84. TUESDAY, 24 APRIL, 1860.

2. Church and School Lands:—Mr. Wilson, on behalf of the Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee on Church and School Lands.
Ordered to be printed.

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1859-60.

CHURCH AND SCHOOL LANDS.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 23rd September, 1859, "*to inquire into and report upon the so called Church and School Lands of this Colony,*" have agreed to the following Report:—

THE Church and School Lands Corporation was established by Royal Charter, in 1826, for the maintenance and support of Clergy and Schools in this Colony in connection with the Church of England. About 450,000 acres of land, in different parts of the country, were granted to the Corporation for this particular purpose. The Crown reserved the right to alter, revoke, or vary the conditions, regulations, or declarations of the Charter, as well as the power of dissolving the Corporation altogether. And, in the event of such dissolution, it was provided that all the lands granted to it should revert to His Majesty, His Heirs, and Successors, "to be held, applied, and disposed of, in such manner as should appear most conducive to the maintenance and promotion of religion and the education of youth in the Colony."

In pursuance of the powers thus reserved, Letters Patent were issued on the 1st of January, 1831, appointing five Commissioners for the management and performance of the several duties vested in the Corporation by the Charter; and by an Order in Council, on the 4th of February, 1833, the Corporation was dissolved.

To remove all doubts as to the absolute reversion of the lands to the Crown, it was declared in a Colonial Act at the time, 5 Wm. IV, 2, that all the lands and all property of any kind or description, held by the Corporation at the time of its dissolution, became thereupon invested in Her Majesty in right of the Crown of England.

At this period a difference of opinion arose between Sir Richard Bourke, the Governor, and Archdeacon Broughton, the head of the Church of England clergy in this Colony, as to the appropriation of the revenues derived from these lands. The Governor was of opinion that they should be applied to the maintenance and promotion of Religion and Education generally, while the Archdeacon contended that they should be expended exclusively on Clergy and Schools in connection with the Church of England.

The

The matter was referred to the Secretary of State in September, 1833, and two years afterwards an answer was received, stating that the fund should be appropriated according to the views of the Governor, and adding that the Archdeacon had been made Bishop of Sydney. Ever since the revenues of these lands have been applied to the promotion of Religion and Education among the four principal sects into which Christians are divided in this Colony.

The lands were selected in favored localities. They are not only well situated, but, in some instances, abut upon towns of rising importance, and in all, not being open for sale, appear to retard the settlement of the country. This is particularly the case at Braidwood, where 45,000 acres thus held would be settled on rapidly by the mining population of that important district if reasonable facilities were afforded in the way of purchase or occupancy.

The 450,000 acres may be fairly estimated as worth half a million sterling, yet the net income derived from them amounts to but £6,000 a year. They are managed by an Agent appointed by the Government; but the appropriation of the revenues derived from them has never been subjected to Parliamentary control.

The policy of maintaining or promoting either religion or education by grants of public lands appears to your Committee to be very questionable. Experience shews that in most instances in which such endowments are made they produce, as an application of means to an end, very inadequate results. Admitting fully the claims which the cause of education has upon society, your Committee, nevertheless, consider that the State ought to know clearly the extent to which it aids that cause. To devote tracts of public lands to it, is to give it an indefinite, fluctuating support, dependent for its results on varying circumstances and casual management.

On these grounds it appears to your Committee to have been a mistake in policy to devote these lands to this purpose.

There can be no doubt that the promoters of the Corporation contemplated the establishment of one particular Church in this Colony.

The grants whereby the lands were conveyed recite that the Corporation was created for "the establishment and support, within the Colony of New South Wales, of the Protestant Reformed Religion, as by law established in England and Ireland, and for the education of youth in the discipline and according to the principles of the United Church of England and Ireland." And they specify that the lands are to be held for the maintenance and support of religion and the education of youth, "subject in all respects to the provisions, declarations, and regulations contained in the Letters Patent whereby the Corporation was established." And by the 38th section of the Charter provision was made for the appropriation of the revenues derivable from these estates, when "the whole of the inhabitants of the Colony" had been educated in the principles of the Church of England.

This

This may have been in accordance with opinions in the ascendant when the Charter was granted; but any intention of the kind, with regard to any Church, is in direct opposition to that strict neutrality, with regard to forms of religious worship or belief, which is generally maintained in these days as a fundamental principle in our Government.

And a very important question, involving the legality of the Charter *ab initio* arises on this very point. By the 25th section of the Act of Union between England and Scotland, the Church of England was declared to be established within the "Kingdom of England and Ireland, the domain of Wales, and the town of Berwick-upon-Tweed; and the Church of Scotland was declared to be established in Scotland"; and by the 4th article of the Union it was enacted, "That all the subjects of the United Kingdom of Great Britain shall from and after the Union have full freedom and intercourse of trade and navigation to and from any port and place within the said United Kingdom and the dominions and plantations thereunto belonging; and that there be a communication of all other rights, privileges, and advantages which do or may belong to the subjects of either Kingdom, except where it is otherwise expressly agreed in these articles."

It appears to have been admitted in the discussions which took place in the Imperial Parliament on the Canadian Clergy Reserves Act, that under this clause the preservation of the two Churches of England and Scotland in the same state in which they were at the time of the Union is a fundamental principle of the Union; that this principle extends to the Colonies, and that the one Church cannot be established in any Colony, or receive any privileges, to the prejudice of the other.

Mr. Bayley, the late Attorney General, when examined by your Committee on this point, stated as follows:—"I think it deserves much consideration, because if this article is applicable to this Colony—if the argument be pushed to its full extent—it would invalidate the grant of every single acre. I think there would be great difficulty if this were so, because, take this case:—Supposing, when this Charter of Incorporation was issued, there were no Scotch persons in this Colony, the Charter would be good; supposing one Scotchman were in the country, even though he arrived only the day before, the Charter would be bad. It would involve the necessity of inquiring whether there was one Scotchman here at a particular moment. I do not like to give an opinion one way or another."

This view of the case your Committee submit to your Honorable House as one which demands serious and pressing attention, inasmuch as it affects at once the legal status of the Charter and the validity of the grants made under it.

If the Charter was void *ab initio*, the lands referred to are still Waste Lands of the Crown, and can only be administered under the ordinary Crown Lands Acts or Regulations.

But

But the anomalous position in which these lands stand in other respects renders it highly desirable that their exact legal status should be determined as speedily as possible.

The revenues derived from them are not applied to the purpose intended by the Charter and specified in the grants—namely, the maintenance and support of religion, and the education of youth according to the principles of the Church of England, but are appropriated to the four denominations at present receiving State support on the principles established by Sir Richard Bourke's Church Act; *and in derogation of the original trust.*

From the answers which he gave to the following questions, Mr. Bayley appears to consider their present appropriation illegal, viz. :—

“ 171. You are of opinion, from the original Charter, that the
“ Corporation was established for the benefit of the Church
“ of England exclusively? Certainly.

“ 172. Do you know how the proceeds of this land have been
“ applied? I do not know—the papers have not come
“ under my notice.

“ 173. It is a fact that they have been distributed among the
“ various denominations—it appears from the evidence that
“ Schedule C has been supplemented to the extent of five-
“ sevenths of the net proceeds of these lands for several
“ years past—then, according to your view of the law of
“ the case, such a distribution was illegal? Assuming the
“ facts to be as you state, I think so.

“ 174. Do you not think that such a departure from the original
“ Charter renders it legal? I think not; I think the
“ Crown is bound by the trust; and however illegally it
“ may have acted, and however long, it will not alter the
“ matter. Mere prescription will not make an illegal act
“ legal.”

But it is held on other grounds that these lands are part and parcel of the Waste Lands of the Crown. An elaborate opinion, hereunto appended,* to that effect was given, in 1856, by Mr. Martin and Mr. Lutwyche, then Attorney and Solicitor General. But Sir William Manning and Mr. Darvall, who filled those offices before the close of that

*Vide Mr. W. E. Plunkett's Evidence, Appendix D.

†Vide Mr. W. E. Plunkett's Evidence, Appendix E and F.

year, gave a strong opinion, also appended,† to the contrary. Mr. Plunkett, Attorney General of the Colony for many years, who held in 1846 that they were not Waste Lands of the Crown, now contends *that they became so under the 50th section of the Constitution Act*, by which it is declared that the several sums mentioned in “ Schedules A, “ B, and C, shall be accepted and taken by Her Majesty, Her Heirs, and “ Successors, by way of Civil List, instead of all territorial, casual, and “ other revenues of the Crown, including all royalties from whatever
“ source

“ source arising within the said Colony, and to the disposal of which the
“ Crown may be entitled either absolutely or conditionally or otherwise
“ howsoever.”

The legality of the Corporation, the validity of the grants, the appropriation of the revenues derived from them, if now left unsettled, may in future times be fruitful sources of dispute—perhaps of that baneful society, religious animosity. Doubts or difficulties connected with them can never be more easily adjusted than at present.

Taking all the circumstances of the case into consideration, your Committee are of opinion that these lands are simply Waste Lands of the Crown, and recommend that your Honorable House should take immediate steps for the passing of an Act to remove all doubts on the subject.

*Legislative Assembly Chamber,
Sydney, 24 April, 1860.*

T. A. MURRAY,
Chairman.

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PROCEEDINGS OF THE COMMITTEE.

WEDNESDAY, 28 SEPTEMBER, 1859.

MEMBERS PRESENT :—

Mr. Morris,	|	Mr. Nott,
Mr. Parkes,	|	Mr. Wilson,
Mr. Clements,	|	Mr. Egan,
Mr. Murray,	|	Mr. Black.

T. A. Murray, Esquire, called to the Chair.

Committee deliberated as to the best course of proceeding in carrying on the inquiry referred to them, with as little delay as possible, and decided upon taking evidence ;—the first Witness to be summoned being W. Elyard, Esquire (Under Secretary), with instruction to produce any copy of grant or lease that may be in his possession as Custodian of the Records of the Colony, in reference to the subject under consideration.

[Committee adjourned till Thursday, the 29th instant, at *Eleven* o'clock.]

THURSDAY, 29 SEPTEMBER, 1859.

MEMBERS PRESENT :—

T. A. Murray, Esquire, in the Chair.

Mr. Wilson,	|	Mr. Clements,
Mr. Morris,	|	Mr. Parkes,
Mr. Black,	|	Mr. Nott.

W. Elyard, Esquire, called in and examined.

The Witness produced a copy of the Church and School Grant which was ordered to be appended to his Evidence. (*Vide Appendix A.*)

J. H. Plunkett, Esquire, *M.P.*, called in and examined.

[Committee adjourned till Tuesday, the 4th October, at *Eleven* o'clock.]

TUESDAY, 4 OCTOBER, 1859.

MEMBERS PRESENT :—

T. A. Murray, Esquire, in the Chair.

Mr. Clements,	|	Mr. Nott.
	|	Mr. Wilson.

F. G. Campbell, Esquire, *Agent for Church and School Lands*, called in and examined.

[Committee adjourned till Tuesday, the 11th instant, at *Ten* o'clock.]

TUESDAY, 11 OCTOBER, 1859.

MEMBERS PRESENT :—

T. A. Murray, Esquire, in the Chair.

Mr. Clements,	|	Mr. Black,
Mr. Morris,	|	Mr. Wilson,
Mr. Parkes,	|	Mr. Rotton,
	|	Mr. Egan.

The Chairman read a letter from F. G. Campbell, Esquire, who was examined before the Committee at their last meeting, which was ordered by the Committee to be printed as Appendix C to that gentleman's Evidence.

The Honorable L. H. Bayley, Esquire, *M.P.*, *Attorney General*, examined.

[Committee adjourned.]

TUESDAY,

TUESDAY, 20 DECEMBER, 1859.

MEMBERS PRESENT :—

T. A. Murray, Esquire, in the Chair.
 Mr. Parkes, | Mr. Rotton,
 Mr. Wilson, | Mr. Clements.
 Mr. Plunkett.

W. E. Plunkett, Esquire, *Secretary to Crown Law Officers*, called in and examined. The Chairman then brought under the notice of the Committee the opinions of the successive Crown Law Officers, (1846 to 1857,) handed in by Witness. (*Vide Appendices to Mr. W. E. Plunkett's Evidence A to I.*)
 The several Opinions read at length.
 Committee deliberated.

[Committee adjourned till Tuesday, the 22nd instant, at *Eleven* o'clock.]

THURSDAY, 22 DECEMBER, 1859.

MEMBERS PRESENT :—

T. A. Murray, Esquire, in the Chair.
 Mr. Clements, | Mr. Wilson,
 Mr. Morris, | Mr. Rotton,
 Mr. Parkes.

The Chairman brought under the notice of the Committee the whole of the Evidence taken during the course of the inquiry ; and the Committee having deliberated thereon, the Chairman was requested to prepare, for consideration at next meeting, a Draft Report on the subject referred to them.

[Committee adjourned.]

FRIDAY, 17 FEBRUARY, 1860.

MEMBERS PRESENT :—

The Honorable T. A. Murray, Esquire, in the Chair.
 Mr. Clements, | Mr. Wilson.

Committee deliberated upon the subject of their inquiry, and agreed to defer the consideration of a Report till their next meeting.

[Adjourned till Thursday next, at *Eleven* o'clock.]

THURSDAY, 23 FEBRUARY, 1860.

MEMBERS PRESENT :—

The Honorable T. A. Murray, Esquire, in the Chair.
 Mr. Clements, | Mr. Wilson.

[Committee adjourned.]

FRIDAY, 13 APRIL, 1860.

MEMBERS PRESENT :—

The Honorable T. A. Murray, Esquire, in the Chair.
 Mr. Black, | Mr. Clements,
 Mr. Rotton.

The Chairman laid before the Committee a Draft Report.
 Committee deliberated, and gave instruction for the circulation of copies in proof prior to their next meeting.

Committee then deliberated upon the expediency of restoring the complement of its Members, with a view to the full consideration of the Report, the resignation of Mr. Flood having occurred during the term of their appointment.

Motion made (*Mr Rotton*) and *Question*—That the House be moved to order the addition of the Rev. Dr. Lang to the Members serving on this Committee,—*agreed to.*

And Mr. Rotton requested, on behalf of the Chairman, to move in the House accordingly.

[Committee adjourned.]

TUESDAY, 24 APRIL, 1860.

MEMBERS PRESENT :—

The Honorable T. A. Murray, Esquire, in the Chair.

Mr. Black,	Mr. Parkes,
Mr. Clements,	Mr. Rotton,
Rev. Dr. Lang,	Mr. Wilson.

The Draft Report submitted at the last meeting having been circulated among the several Members, Committee met to consider same.

Draft Report read first time.

Committee deliberated.

Motion made and *Question*—That this Report be now read a second time, and considered paragraph by paragraph,—*agreed to*.

Report read paragraph by paragraph.

Paragraphs 1 to 3, 5, 7, 9 to 17, 20, 22, and 24 (now 23), agreed to without amendment.

Paragraphs 4, 6, 8, 18, 19, and 21, and former portion of paragraph 26, *verbally* amended.

Motion made (*Mr Parkes*) and *Question*—That paragraph 23, viz. :—

“The various questions that thus affect these lands may hereafter cause considerable difficulty in their management,” be omitted,—*agreed to*.

Motion made and *Question*—That paragraph 25, viz. :—

“The Parliament of the country is the proper authority to deal with all questions connected with the education of the people; and no particular religious sect has any right to obtain from the State support which other sects do not rateably receive,” be omitted—*agreed to*.

Motion made (*Mr. Rotton*) and *Question*—That the latter portion of paragraph 26 (now 24) viz. :—

“The State is the proper guardian, the proper director of the education of the people. And, however expedient such territorial endowments for religious or educational purposes might have been in former times, they are wholly at variance with the principles most approved of in the present day. Grants of land for educational purposes actually involve an abnegation of its functions in regard to education on the part of the State,” be omitted—*agreed to*.

Motion made (*Mr. Parkes*) and *Question*—That the Report, as amended, be the Report of this Committee—*agreed to*.

Mr. Wilson (on behalf of the Chairman) requested to report to the House.

LIST OF WITNESSES.

Thursday, 29 September, 1859.

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1859.

Legislative Assembly.
NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

CHURCH AND SCHOOL LANDS.

THURSDAY, 29 SEPTEMBER, 1859.

Present :—

MR. BLACK,
MR. CLEMENTS,
MR. MORRIS,

DR. WILSON.

MR. MURRAY,
MR. NOTT,
MR. PARKES,

THE HON. TERENCE AUBREY MURRAY, ESQ., IN THE CHAIR.

William Elyard, Esq., called in and examined :—

1. *By the Chairman* : You are the Under Secretary ? Yes.
2. And have been for many years in the Colonial Secretary's Office ? Yes.
3. How many years ? Upwards of thirty-seven.
4. Do you remember the establishment of the Church and School Corporation in this Colony ? Yes.
5. In what year was it established ? The charter is dated 9th March, 1826, and was issued by Governor Darling, under Royal Instructions, in the reign of George the Fourth.
6. Have you a copy of those instructions ? No ; they are probably at Government House, with a Despatch from the Secretary of State.
7. Is the Clerk of the Executive Council the proper person to have the custody of them ? They are, of course, in the possession of the Governor General, but His Excellency's Private Secretary would have access to them.
8. Are you at all aware whether any grants of land were made to that Corporation ? Yes. A Return to an Address which was laid before the Legislative Council on the 3rd July, 1855, includes certain letters in which reference is made to a number of deeds for land so granted.
9. Do you know where those deeds are ? They should be in the Church and School Estate Chest, which used to be in charge of the Agent. This officer has, I believe, been discontinued, and I understand that the chest is now deposited in the Treasury.
10. You have no record of them ? The register of grants to the Corporation, which was formerly in the Colonial Secretary's Office, is now at the Surveyor General's Office. Under the impression that the Committee wished to ascertain the nature of the deed, I have had a copy made, and have brought it with me. This bears date the 3rd of February, 1829, and is, I believe, one of the first of the deeds issued in favor of the Corporation. (*The witness handed in the same. Vide Appendix A.*)
11. Do you know if the Corporation have sold any of this land ? Yes, I believe so, as reference to the sale of lands is made in the printed papers already referred to.
12. Does the list given in this printed document laid before the House include all the lands granted to the Church and School Corporation ? Perhaps not, but I am unable to state the particular grants to the Corporation.
13. Could you state the extent of the grants ? No ; but this information could be obtained by a return from the Survey Department.
14. How do you know this is a copy of the deed ? It is a copy of the registration of the deed.
15. You obtained it from the Registration Office ? I obtained the register from the Survey Office, and had the copy prepared from the record of the deed.
16. *By Mr. Nott* : Is the deed produced that under which all the grants were made ? I believe they are in the same form, but of course I cannot speak positively as to that. It could only be ascertained by a comparison of the deeds ; but, having glanced over them to-day, they appear to me to be in the same form. They are issued under certain instructions which are recited in them.
17. Do you know who administers the funds of these Church and School Lands ? The collections

W. Elyard,
Esq.

29 Sept., 1859.

W. Elyard,
Esq.

29 Sept., 1859.

collections are paid into the Treasury to a separate account, and the appropriation of the revenue is made, under a Minute of the Executive Council, in the proportion of two-seventh parts to the support of Schools, and five-sevenths to the maintenance of Public Worship.

18. Do you know the date of that decision? I think the Minutes now in force are dated the 14th March, and 29th January, 1850, and the 12th January, 1853.

19. There are no trustees for that fund at the present time, other than the Executive Council I suppose? I am not aware of the appointment of any trustees. The management of the affairs of the Church and School Estates is under the direction of the Government, and the funds were collected by the Agent for the Church and School Lands, and paid by him into the Treasury.

20. You do not know in what way the funds are now collected? No, I do not precisely know the arrangement, because it has been made since the separation of the business from the office of the Colonial Secretary, and, therefore, the instructions with reference to these matters issue from another department.

21. Then the Agent must have been appointed by the Colonial Secretary originally? No; the first Agent was appointed by Sir Richard Bourke, in 1834 or 1835. Mr. Fisher, I think, was the first Agent appointed. When the Charter of the Church and School Corporation was revoked the management of the estates was vested in Commissioners, and when these were discontinued an Agent was appointed, and an Agent continued to conduct the business until recently, when, I believe, it was thought that an arrangement could be made for its performance in the departments of the Surveyer General and the Treasury, without an Agent. Under this arrangement, the revenue is now collected and appropriated in the way I have mentioned, under Minutes of the Executive Council, in pursuance of instructions conveyed by the Secretary of State to the Governor and Executive Council for that purpose.

22. Then there are no trustees between the Crown and the parties holding these lands? I am not aware of any parties having been appointed trustees.

23. *By the Chairman*: They are administered now by a person holding office under the Government? Or by some department of the Government.

24. *By Mr. Clements*: Have you any recollection under what regulations any of the lands were sold in 1844 or 1845? No; excepting what is stated in the papers to which I have before referred; but I think that returns on the subject would best afford this information.

25. *By the Chairman*: What is the appellation of the officer who manages these lands now? The duties formerly performed by the Agent for Church and School Estates are now, I believe, attached to the Surveyor General's Department.

26. Will you be good enough to look at this portion of the deed—it is stated, "I, the said Ralph Darling, am fully authorised, empowered, and directed when, and so soon as a certain corporation then about to be created 'for the establishment and support within the said Colony of New South Wales, of the Protestant reformed religion as by law established in England and Ireland, and for the education of youth in the discipline and according to the principles of the United Church of England and Ireland,' should be established to give and grant under the public Seal of New South Wales aforesaid to the said corporation certain lands within the said Colony"—Do you understand by the recital in the grant that these lands were granted originally for purposes strictly in connection with the Church of England? I should suppose that to have been the intention, although I am not sure that that is the construction to be placed on the Charter taken as a whole, but of course I am not competent to give an opinion upon a question which is one of law.

27. What I wish to ask you is,—how the proceeds of this land are applied at present? At present they are not appropriated exclusively to the Church of England, but to the four communions receiving aid from the public funds, and to the schools, both National and Denominational, in the proportion I have mentioned before, that is, of five-sevenths for public worship, and two-sevenths for schools, in conformity with, as it appears to be understood, the original Charter, and the regulations and instructions on the subject.

28. With what part of the original Charter is that in conformity? In section 28 it is stated that "the balance of the funds standing to the credit of the said account, called 'The Clergy and School Account' shall be applied as to two equal seventh parts for the support of schools and schoolmasters, and as to the remaining five equal parts, to the support and maintenance of the clergy, in manner aforesaid."

29. Does that apply to the clergy of any particular denomination, or to schools and clergymen generally—you observe that the commencement of the section you have quoted is as follows:— "And we do further will and ordain that the part of the moneys aforesaid which hereinbefore is directed to be applied in and towards the support and maintenance of schools and schoolmasters shall be so applied in manner following, that is to say,—in and towards the maintenance and support of schools and schoolmasters in any parish of the said Colony in connection with the Established Church, and under and subject to the visitation and control of the Bishop, or in his absence the Archdeacon for the time being of the said Colony, it being our will that, until provision shall be effectually made for the support of schools, and the education of youth in our said Colony, the balance of the fund" and so on, as you have just read—does not that seem to limit the application strictly to the clergy of the Church of England? Yes, it would seem so.

30. Then the proceeds are not to be appropriated to other purposes? There is another clause in the Charter, and the one I intended to have referred to which is more general, namely, the 36th, in which after providing that the Corporation may be dissolved and that the lands shall thereupon revert to the Crown, it is stated that, subject to all mortgages and contracts for the sale thereof lawfully made by the said Corporation, the said lands shall be held, applied, and disposed of in such manner, as to us, our heirs and successors shall appear most conducive to the maintenance and promotion of religion, and the education of youth in the said Colony." This section seems to contemplate such a distribution as is now made under instructions issued on the subject through the Secretary of State.

31. Will you be good enough to look at the 32nd clause? That appears to have reference to what were known as the Orphan School Estates, which were vested in the Corporation, exclusive of any lands otherwise granted.

W. Elyard,
Esq.

29 Sept., 1859.

32. "And all such parts of our revenues, arising within our said Colony as hath by any such Governor been appropriated and set apart for the education of youth therein, shall be, and the same are hereby vested in, and placed under the management, care, and superintendence of the said Corporation, to be by them applied and disposed of in aid of the funds aforesaid, in and towards the education of the youth in the said Colony on the principles of the established Church"? That has reference to the appropriation for the orphan schools intended also to have formed part of the income of the Corporation, but the arrangement does not appear to have been carried into effect, and these schools have been and are a charge on the general revenue.

33. If you look to the first clause you will see who are to be the officers; after reciting a number of names it proceeds—"and the nine senior chaplains, or assistant chaplains, appointed, or to be appointed, by us, our heirs and successors, to officiate and perform Divine Service, according to the rites and ceremonies of the Church of England." So that it appears all through that this Corporation is established for the support of the clergy and schools in connection with the Church of England? I think there can be no doubt, looking also at the instructions under which the Deeds of Grant were issued that such was the original intention.

34. That intention has been departed from; can you state under what, and by whose authority, the deviation has been made? I think that in a Minute of Sir Richard Bourke, dated 30th May, 1834, it is first explained what arrangement was proposed with respect to the revenue of the Church and School Estates; and in the Estimates for 1835 provision was made for an agent to manage the affairs of these estates. There is also a despatch of Sir Richard Bourke, dated 30th September, 1833, with the reply of the Secretary of State, dated 30th September, 1835, which formed the basis of Sir Richard Bourke's Church Act, 7th William, 4th, No. 3, dated 29th July, 1836, which may afford further explanation of the subject, and which, together with the Minute referred to, will be found in the published Votes and Proceedings of the former Legislative Council. Subsequently the appropriation at present made was authorized under the minutes and instructions to which I have before alluded.

35. Then, practically, whether by competent authority or not, the original Charter of Incorporation has been departed from? Supposing the construction is right—that it was intended that the lands should be appropriated to the Church of England only—there is so far a deviation, that revenue derived from them is appropriated to the four communions receiving aid from Government, and to other schools than those in connection with that church.

36. Do the proceeds of these lands go into the General Revenue of the Colony? The proceeds do not form part of the General or Consolidated Revenue of the Colony. As in the case of the Police Reward Fund, or trust moneys deposited in the Treasury, the amount is shewn in the statement of receipts and expenditure laid before Parliament; but it is not included in the Consolidated Revenue.

37. There is, of course, an account kept of the expenditure? Yes.

38. Then Schedule C, which relates to the support of the clergy, is supplemented so far by the net revenues of the Church and School Lands? Yes, excepting the portion paid for schools.

39. *By Mr. Nott:* Or to the extent of five-sevenths, without the authority of Parliament? Without the authority of Parliament. The appropriation is made under the directions of the Secretary of State, or of the Royal Instructions.

40. Are you aware that the Royal Instructions advert to this subject at all? The Return laid upon the Table of the Assembly in reply to an Address, on the motion of Mr. Piddington, explains the circumstances under which it appears to have been considered that no order or direction was necessary in the Royal Instructions last issued, with respect to sums reserved for religious purposes, and there is a clause in the Commission of the Governor which provides for the Instructions of the Queen being given through the Secretary of State, by whose authority the distribution of the Church and School Estate Revenue for church and school purposes has been made.

41. *By Mr. Clements:* Had not the Orphan Schools separate support from that derived from the Church and School Lands? Before the establishment of the Church and School Corporation there were estates known as the Orphan School Estates, which were considered to be vested in the Church and School Corporation on its establishment. The management of those schools was under the direction of the Corporation.

42. I see under the 36th clause there are full powers "to dissolve and put an end to the said Corporation"—have they been acted upon? There was first a despatch of the 25th May, 1829, to Sir Ralph Darling, which contained instructions for revoking the letters patent erecting the Church and School Corporation, and appointing Commissioners.

43. *By the Chairman:* In page 7 of the papers laid on the Table, there is a proclamation of the King in Council abolishing the Corporation, and directing the Secretary of State to give the necessary instructions thereon? A despatch, No. 151, of 1833, I believe, enclosed the Order in Council dated 4th February, 1833, for dissolving the Corporation. The instructions referred to in the answer to the preceding question are not in the Colonial Secretary's Office, but are no doubt in the Governor General's Office.

44. *By Mr. Nott:* Which is included in this paper? That order is included with the papers laid before the Council in 1855, but not the despatch.

45. *By the Chairman:* However, the Corporation has been absolutely abolished? Yes; it has been dissolved.

46. This is the proclamation:—"Now, therefore, His Majesty doth, with and by the advice aforesaid, hereby dissolve and put an end to the said Corporation; and the same is by this present Order dissolved accordingly"? That is the Order in Council dated the 4th February, 1833; but the order was made subject to certain provisions of the Charter.

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47. It is on condition that these lands revert to the Crown for the same trusts for which they were originally granted? Yes, as stated in the 36th clause of the Charter.

48. *By Mr. Black:* Do you know in what proportion the five-sevenths of the revenue derived from these lands are divided between the four religious bodies? According to their numerical proportion, in the same way as the sum reserved by the schedule for Public Worship.

49. And the other two-sevenths, appropriated for schools, are divided on the same basis, that is, with reference to population? There is, in the first place, an equal division between the National and Denominational Schools, and the distribution to the latter is made upon the same principle as the division of the funds for church purposes.

APPENDIX A.

To all to whom these Presents shall come,—

I, RALPH DARLING, Lieutenant-General commanding His Majesty's Forces, Captain General and Governor-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same,—send Greeting:—

WHEREAS by His Majesty the King's Instructions under the Royal Sign Manual, bearing date the seventeenth day of July, in the year of our Lord one thousand eight hundred and twenty-five, I, the said Ralph Darling, am fully authorised, empowered, and directed, when and so soon as a certain Corporation then about to be created "for the establishment and support within the said Colony of New South Wales of the Protestant Reformed Religion, "as by law established in England and Ireland, and for the education of youth in the "discipline, and according to the principles of the United Church of England and Ireland," should be established to give and grant, under the Public Seal of New South Wales aforesaid, to the said Corporation certain lands within the said Colony: And whereas by Letters Patent dated the ninth day of March, in the year of our Lord one thousand eight hundred and twenty-six, His said Majesty was pleased to create and appoint a Corporation within the said Colony of New South Wales, under the name and title of "The Trustees of the Clergy and School Lands in the Colony of New South Wales": Now therefore know ye, that I, the said Ralph Darling, in pursuance of the power and authority given and granted to me in and by His Majesty's said Instructions, do hereby grant unto the Trustees of the Clergy and School Lands in the said Colony of New South Wales, their successors and assigns, for the purpose of making provision for the maintenance and promotion of religion and the education of youth in the said Colony, but subject in all respects to the provisions, declarations, and regulations contained in the said Letters Patent of the ninth day of March, one thousand eight hundred and twenty-six; and also subject to the laws and municipal regulations that may now or hereafter apply to the Colony at large, or to the parish, district, or county in which the said land is situated—all that piece or parcel of land situate, lying, and being in the parish of Saint Peter, in the county of Cumberland, containing by admeasurement one hundred acres; bounded on the north-east by a line commencing at the south-west corner of Lock's farm, and bearing south forty-five degrees east forty-eight chains; on the south-east by the north-west boundary of John Foley's farm, bearing south forty-five degrees west, twenty-four chains; on the south by a line bearing west thirty-six degrees and a half, north twenty-nine chains, and south thirty-six degrees and a half, west twenty chains fifty links, and west thirty-six degrees and a half, north five chains; and on the west by a line bearing north twenty-five degrees east fifty-one chains, to the commencing south-west corner of Lock's farm; reserving to His said Majesty, his heirs and successors, all such part of the said land as may be within one hundred feet of high-water mark on the sea coast, or on any creek, harbour, or inlet; also reserving out of the said land the right of making and constructing all highways and bridges which shall be considered necessary by or on behalf of His said Majesty, or any of his successors, or shall be set out by any person or persons lawfully authorised in that respect; and also reserving the right of taking and removing all such stone and gravel, and indigenous timber now growing, and other materials, being the produce of the said land, as shall be required at any time for making or repairing such highways and bridges, or any of them, or for constructing public works or buildings, or for Government naval use, or for other public purposes; and further reserving to His said Majesty, his heirs and successors, all gold and silver mines which may be in the said land; to have and to hold the said piece or parcel of land, with its appurtenances, reserving therefrom respectively as aforesaid unto the said Trustees of the Clergy and School Lands, and their successors and assigns, for ever, subject to the payment of an annual quit rent to His said Majesty, his heirs and successors, of one peppercorn, if demanded. Provided that the said piece or parcel of land hereinbefore described shall be subject as aforesaid to all laws and municipal regulations that may now or hereafter be in force and apply to the said Colony at large, or to the parish, district, or county, or any of them, in which the said land is situated; and also subject to the rules, declarations, ordinances, provisoes, and directions contained in the said Letters Patent creating the aforesaid Corporation relative to the powers thereby given and granted to the said Trustees and their successors.

Given under my hand and the Seal of the Colony, at Sydney, in New South Wales, this third day of February, in the year of our Lord one thousand eight hundred and twenty-nine.

(Signed) RA. DARLING,
Governor-in-Chief.

(Signed) J. DE LA CONDAMINE.
C. H. DARLING.

Entered on Record by me, this third }
day of February, 1829. }
(Signed) ALEX. MCLEAY.

John Hubert Plunkett, Esq., Q.C., and M.P., examined :—

50. *By the Chairman* : You were Attorney General of this Colony for many years? Yes. J.H. Plunkett, Esq., Q.C., and M.P.
51. For how many years? I first arrived, as Solicitor General, in June, 1832, and became Attorney General in March, 1836; in which office I remained until the introduction of Responsible Government.
52. Have you looked into the Charter of Incorporation of the Church and School Lands? I often had occasion to look into it and give my attention to it in the course of my official duty. I regret that I did not know your wish to have my opinion upon the matter until yesterday at a late hour, as I have not had much time to refresh my memory. 29 Sept., 1859.
53. This Corporation was established for the support of the clergy and schools apparently of the Church of England? No doubt the intention in establishing this Corporation was the benefit of the Church of England as the established Church of the Colony.
54. *By Mr. Black* : Exclusively? Yes.
55. *By the Chairman* : I suppose you are aware that they received a very large grant of land? Yes, they had a very large grant of land, vested in Trustees; it was found afterwards better to put Commissioners in the place of Trustees.
56. Do you know what led to that change? I believe the dissatisfaction given by the management under the former system. In No 2 of the printed papers here before the Committee the letters instituting the Corporation are recited, then, that it may be revoked, and that it is accordingly revoked with respect to the Trustees, and it goes on to recite—"after the date of these presents" it is to be managed by five Commissioners, and the five Commissioners are "Our trusty and well-beloved the Reverend and Venerable William Grant Broughton, the Archdeacon of New South Wales; our trusty and well-beloved Alexander Macleay, Esquire, the Colonial Secretary of our said Colony; our trusty and well-beloved Michael Cullen Cotton, Esquire, Collector of Customs of our said Colony; our trusty and well-beloved William Lithgow, Esquire, the Auditor General of our said Colony; and our trusty and well-beloved Thomas Macquoid, Esquire, the Sheriff of our said Colony." The Commissioners were these five officers of the Government.
57. They were to manage these lands under exactly the same restrictions and for the same purposes for which the original Corporation was to manage? The Charter of Incorporation was their only guide. They were only put in the place of the Trustees.
58. The spirit of the institution, if it is to be so called, remained just the same? Yes. There is a reservation to the King, his heirs, and successors, that he shall have full power and authority from time to time "to revoke, alter, or vary any of the provisions, declarations, and conditions, or regulations therein contained, and in their place and stead to establish, institute, and ordain, such other further rules and provisions" as he shall think proper.
59. These Commissioners were appointed to manage the affairs of the Corporation, who were to perform the several duties vested in the said Corporation by the said Letters Patent? They were to manage these lands under the same conditions as those under which they were to be managed by the original Corporation? Yes; I believe there were no rules and orders issued inconsistent with the Charter, until the Charter was abolished and the Corporation was dissolved.
60. In a subsequent passage of the same paper, No. 2, it is stated that "they shall observe and obey all such general or special rules and orders as may from time to time to them be issued for their guidance in the performance of the duties hereby committed to them by the Governor or by the Officer for the time administering the Government of our said Colony, with the advice of the Executive Council thereof." Do you think that passage conveyed to the Crown or to the Governor of the Colony any power of revoking or of altering the terms of the original Charter? No, certainly not; in point of fact nothing of the kind was attempted; the affairs of the Corporation, I always understood, were carried on under the Charter in its original integrity, entirely for the benefit of the Church of England, taking it for granted that that was the established Church of the Colony.
61. Will you look at the Proclamation at the bottom of page 7, by the King in Council,— "Now therefore His Majesty doth, with and by the advice aforesaid, hereby dissolve and put an end to the said Corporation, and the same is, by this present order, dissolved accordingly?" That is the document by which the Corporation was dissolved.
62. That absolutely dissolves the Corporation? Yes; and what follows is—"And the Right Honorable Viscount Goderich, one of His Majesty's Principal Secretaries of State, is to give the necessary directions therein,"—and the necessary directions were given.
63. If you look to the 36th clause of the original Charter of Incorporation you will see that the authority to dissolve the Corporation was reserved to the Crown, and it is stated that "thereupon,"—that is, upon the dissolution of the Corporation,— "all the lands which may by us, our heirs, and successors, be granted to the said Corporation, shall revert and become absolutely vested in us or them, subject to all mortgages and contracts for the sale thereof, lawfully made by the said Corporation to be held, applied, and disposed of in such manner as to us, our heirs, and successors, shall appear most conducive to the maintenance and promotion of religion and the education of youth in the said Colony?" It is quite clear by that that it was originally intended that in case of the abolition of the Corporation the lands should revert to the Crown, but there is a condition to that preserving all contracts and mortgages intact that might have been made before, and that it "shall be held, applied, and disposed of in such manner as to us, our heirs, and successors shall appear most conducive to the maintenance and promotion of religion and the education of the youth in the said Colony." Now, in order to make it more certain—that the title from the Crown should be the more undoubted—an Act was passed after the dissolution. I believe under the instructions from Home,—at all events it was in the time of Sir Richard Bourke—the 5th William IV., No. 11, "An Act for regulating the affairs of the late Corporation of the Trustees of the Clergy and School Lands, and to secure to the purchasers

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"purchasers their titles to certain lands purchased by them from the said Corporation." The recital is long as to the property, the mortgages, deeds, and so forth; and, after the recital, it declares and enacts,—“That all and every deed or deeds of mortgage executed by any person or persons to the late Corporation of the Trustees of the Clergy and School Lands, and all sums of money thereby secured to be paid respectively, and all the lands,” and so forth, “and all debts due to the said Corporation, and all stock of cattle, sheep, or any other property of any kind or description soever which belonged to the said Corporation at the time of its dissolution, became and were thereupon vested in His Majesty, in right of his Crown of England, and are now vested in His Majesty, his heirs, and successors”—so that that came in addition to section 36, and there can be no doubt, looking to this Act and to the section 36, that when the Corporation was dissolved the property reverted to the Crown, and that there was such a title in the Crown as was undoubted after the passing of this Act. But still I find, by correspondence that took place after that despatch from Sir Richard Bourke, that no instructions came to act upon the last part of the section 36 in the Charter, as to how the proceeds should be disposed of in the way “most conducive to the maintenance and promotion of religion, and the education of youth in the said Colony.” The despatch I allude to is published in a Council paper of the day. It is a despatch from Sir Richard Bourke, dated 30th September, 1833, to the Right Honorable E. G. Stanley, Secretary of State for the Colonies. It begins in this way—“Having lately received the Order of the King, in Council, for dissolving the Church and School Corporation in New South Wales, unaccompanied by any intimation of the views of His Majesty’s Government as to the future maintenance and regulation of churches and schools within the Colony, I deem it my duty to submit, for your consideration, such observations upon these important subjects as my knowledge of the state of the country enables me to offer, and to suggest such arrangements as will, in my opinion, meet with the favor and support of the great majority of the colonists, and thereby promote, with the best assurance of success, the religious instruction and general education of the people.” Then he goes on to say that this is a mixed community, and he gives a detailed account of the state of the Church of England, as to the stipends and property of the clergy of the Church of England, and also the state of the Presbyterian, and of the Roman Catholic Churches. The latter part of the despatch is as follows:—“You may thus perceive, Sir, the great disproportion which exists in the support given by the State to schools formed for the use of different denominations of Christians in the Colony; a disproportion not based on the relative numbers of each, but guided, it would seem, by the same principles which have regulated the support afforded to the different churches. It is a subject of very general complaint, I am inclined to think, that schools for the *general education* of the colonial youth, supported by the Government, and regulated after the manner of the Irish schools, which, since the year 1831, receive aid from public funds, would be well suited to the circumstances of this country.” In answer to this despatch, nearly two years after, Lord Glenelg concurs in the views of Sir Richard Bourke; he says, “the successive changes which have taken place in His Majesty’s Government since the receipt of your despatch of the 30th September, 1833, No. 76, and the importance of the subject to which it refers, have occasioned a delay in answering it which I much regret, but which has been in a great measure unavoidable.” Sir Richard Bourke at that time held opinions different from those entertained by Archdeacon Broughton, who afterwards became Bishop of Sydney, and he is informed by Lord Glenelg that Archdeacon Broughton is in future to be Bishop, but in opposition to the views of the Archdeacon, who held that the funds should still be applicable to the Church of England, the recommendation of Sir Richard Bourke was approved, namely,—that the fund should go to the maintenance and promotion of *general religion and education*, so that it was in consequence of the representation of Sir Richard Bourke that the change was caused to be made.

64. The change then has been made by the authority of the Secretary of State? Yes.

65. There is this important question involved, whether the Crown can be a trustee under such circumstances if these lands reverted to the Crown so absolutely as is stated in the Act you refer to, and as appears to be the case in the terms of this clause, can they be regarded as held by the Crown for any special trust? We must look to the history of the case. The change took place under the circumstances I have stated, and the funds have been since applied to the benefit of all denominations that were known in the Colony in the time of Sir Richard Bourke, but they were always kept separately and distinctly for the purposes of religion and education, and by an Act (the same Act that I before adverted to) an agent was appointed for their management. The 2nd section of that Act provides for the appointment of an agent; the 3rd section defines the powers of the agent; and the 4th section enables the agent to recover and grant discharges for debts. It constitutes an agent as the bailiff of the Crown, and gives him all the powers of a bailiff of the Crown to authorise him to distrain. It is under that Act the different agents have been appointed for the mere management of these lands.

66. But still there is the main question, can the Crown be a trustee? In law, the Crown cannot be a trustee. A trustee is amenable to the Court of Chancery, and a writ could not go against the Crown in the Court of Chancery. I believe English history will furnish us with an instance in proof that the Crown cannot be a trustee, in the case of Richard III; he happened to be a trustee for a great many valuable properties when he came to the Crown, but as it would be inequitable to let the strict law take effect, which would invest all the lands in himself as the Sovereign, a statute was passed to meet the equity of the case to vest the lands in the other trustees with whom he had been associated.

67. Under this clause if these lands revert to the Crown for the purposes specified, would they not be supposed to revert to the Crown as a trustee for such special purposes? They reverted to the Crown, but then the Crown had the disposal of them as was thought proper,
 and

and they were dedicated by the Crown to these particular purposes, and have been since kept apart. The practice shews what the dedication was; questions have arisen under the late Lands Sales Act, as to whether they were included in "the waste lands of the Crown." There were different opinions formed upon that subject, but the definition of waste lands of the Crown is found in the 23rd section of the Land Sales Act, 5 and 6 Victoria, ch. 36. "By 'waste lands' of the Crown as used in the present Act, are intended and described any lands situate therein, and which now are, or shall hereafter be vested in Her Majesty, her heirs and successors, and which have not been already granted, or lawfully contracted to be granted to any person or persons in fee simple, or for an estate of freehold or for a term of years, and which have not been dedicated and set apart for some public use"; now it has been held, and the opinion has been acted upon. Doubts have been expressed on the point, but the Crown lawyers of England, and some lawyers here too have had no doubt—that the Church and School Lands did not come within that definition of waste lands, having been granted before the passing of the Act, although they had now reverted to the Crown; and also as they appeared "to be dedicated and set apart for some public use." That is the position in which the question stood, until the passing of our Constitution Act, and it appears to me that the Constitution Act sets the difficulty very much at rest; for although the 43rd section of the Constitution Act uses the term "the waste lands of the Colony," and these probably would be construed to be waste lands, according to the definition in the former Act in these terms, "Subject to the provisions herein contained, it shall be lawful for the Legislature of this Colony to make laws for regulating the sale, letting, disposal and occupation of the waste lands of the Crown within the said Colony." Now although there may be some doubt whether these particular lands are included in the waste lands of the Crown, still as by the 50th section of this Act a civil list is given, and it is declared that "The said several sums mentioned in Schedules A, B, and C, shall be accepted and taken by Her Majesty, her heirs, and successors, by way of civil list instead of *all territorial, casual, and other revenues of the Crown*, including all royalties, from whatever source arising within the said Colony, and to the disposal of which the Crown may be entitled either absolutely or conditional, or otherwise howsoever." I think there can be no doubt whatever that these lands are absolutely given up by the Crown, are now at the disposal of the Legislature, and ought to form part of the Consolidated Revenue, whatever doubts there may have been, or whatever the practice may have been heretofore. I would refer the Committee also to the 58th section of the same Act, and also the Statute 18 & 19 Vic., ch. 56, s. 2. The commencement of that 58th section is as follows:—"The foregoing provisions of this Act shall have no force or effect until so much and such parts and so forth, of certain Acts shall have been repealed." Among other Acts is the "Act for regulating the sale of Waste Land belonging to the Crown in the Australian Colonies,"—"An Act to amend an Act for regulating the sale of Waste Land belonging to the Crown in the Australian Colonies, and to make further provision for the management thereof"—"as severally relate to the Colony of New South Wales and as are repugnant to this Act shall have been repealed and the entire management and control of the waste lands belonging to the Crown in the said Colony of New South Wales and also the appropriation of the gross proceeds of the sales of such lands and of all other proceeds, and revenues of the same from whatever source arising within the said Colony including all royalties mines and minerals shall be vested in the Legislature of the said Colony—provided that nothing herein contained shall affect or be construed to affect any contract or prevent the fulfilment of any promise or engagement made by or on behalf of Her Majesty with respect to any lands situate within the said Colony in cases where such contracts promises or engagements shall have been lawfully made before the time at which this Act shall take effect within this Colony nor to disturb or in any way interfere with or prejudice any vested or other rights which have accrued or belonged to the licensed occupants or lessees of any Crown lands within or without the settled districts under and by virtue of the aforesaid Act of the Parliament passed in the 9th and 10th year of Her Majesty's Reign or of any Order or Orders of Her Majesty in Council issued in pursuance thereof."

68. *By Mr. Clements*: Still that alludes to waste lands—did these Church and School Lands come within the meaning of waste lands previous to that? If these lands are not included within that Act there is no reservation whatever. If the opinions I have referred to be correct, that they were not included in the waste lands, I take it that the Legislature have them now transferred, without any condition or reservation whatever.

69. *By the Chairman*: Supposing they are to be regarded as waste lands? I mean to say if they are not waste lands they do not come within this proviso; they are then absolutely vested in the Legislature; and although it appears they have been dedicated for these purposes, since the dedication of the Corporation, there is nothing in fact to control or to hamper the Legislature in dealing with them as they think most equitable, most conducive to the general interests of the country.

70. It appears that deeds of grant have issued in these cases—we have before us a copy of one of these deeds. (*The Chairman read the same.*) If these grants have been issued in this form may not a question arise hereafter—if the matter is not dealt with now at once—whether they were not appropriated altogether for one particular sect. What is the date of the grant?

71. That is a copy of one of the earlier ones, and is dated 17th July, 1825. These grants apparently are not issued for the purposes of religion and education generally but for one particular sect, so that the dedication so far as grants from the Crown go is for one particular sect—might not a question hereafter arise whether the proceeds of these lands should not be appropriated exclusively to the Church of England? That was the question I understood to be raised in England in 1834 by Bishop Broughton. I believe he went Home for the purpose of raising the question and enforcing his views upon the Home Government, but he failed, and the views of Sir Richard Bourke were acted upon by the Government. I apprehend

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apprehend that they considered the dissolution of the Corporation, together with the Act I have referred to vesting all the property, lands, and otherwise after the dissolution of the Corporation absolutely in the Crown, set the question at rest.

72. Then these grants are absolutely null and void? So I think. I deduce from the circumstances that the Imperial Government must have been so advised.

73. But the fact of grants from the Crown having been issued does not in any way whatever prevent the Legislature from dealing with these lands? I think not.

74. There is no repudiation involved in any such course of proceeding? It was the circumstance of their having been granted that raised a doubt in my mind as to their coming under the definition of "waste lands" under the last Land Sales Act, the question also arose with reference to "forfeited lands." In the case of Tawell, the Quaker, who was hanged in England, and who possessed land in this Colony—some at Woolloomooloo—there was no doubt as to his personal property being vested in the Crown the moment sentence was passed, but it was necessary to hold an inquisition to discover what land he died possessed of, in order that it might be forfeited to the Crown. The Crown was willing to give to Tawell's wife and to his friends at Home all the property, but it was found it could not be done without having an inquisition held here, and then the question arose on the inquisition whether the land did not become, by reason of the forfeiture, "waste land of the Crown," and, if so, whether it would not come under the operation of the Land Sales Act, and be out of the power of the Home Government to give it up. However, the Crown Law Officers of England, as I understood, give it as their opinion that it was part of the casual revenue, and not part of the waste lands of the Colony, and that therefore the Crown could exercise its full power in giving it back.

75. *By Mr. Black:* You stated that you considered the subsequent grants invalid—on what ground do you consider them invalid? They were given to trustees enumerated as such upon certain trusts pointed out in the Charter, and when the Charter was dissolved the trustees fell along with the Charter, and there were no persons to carry out the trust. The 36th section of the Charter itself reserved to the Crown the power to revoke at any time, and this Act the 5th William 4th, which I have before read, declaring that all the property that was vested in the trustees of the Clergy and School Lands at the time of its dissolution became and were thereupon vested in His Majesty in right of His Crown of England.

76. Is there anything in that Act, from beginning to end, shewing that the lands which reverted to the Crown reverted for any special purpose? No.

77. *By Dr. Wilson:* There is one thing which appears to me to be very clear, that is, that before 1831 the Crown did not consider that these were absolute grants—that they must be conditional grants—for it is stated here, in the papers relating to the Clergy and School Lands, that the most valuable portion of the land at Botany Bay has been resumed. That land never could have been an absolute grant, or the Government could not have resumed it? It appears by Sir Richard Bourke's letter that I before referred to, that all the property granted to the Church and School Corporation are over and above the glebes granted to the Chaplains of the Church of England. He says, "The Chaplains of the Church of England are provided with glebes of forty acres each, or with a money allowance in lieu, and with houses or lodging money. No advantage of this kind, obtained at the public expense, is possessed by the clergy of the Established Church of Scotland, or by the Roman Catholics, if I except a grant of forty acres for the use of the Minister of the Scots Church at Bathurst. A distribution of support from the Government, of so unequal an amount as that which I have just described, cannot be supposed to be generally acceptable to the colonists who provide the funds from which this distribution is made." I have always considered that the operation of the Church Act was more confined than it was originally intended, and the only reason for it is that there were only four denominations known in the Colony at the time; but the plan intended, and authorised by the Secretary of State, was one more expansive to meet the requirements of all, and to put all denominations, as they might spring up, on the same footing.

78. *By Mr. Morris:* Reverting to the 36th section of the Letters Patent, where the power is given to the Crown to dissolve the Corporation; surely that power is subject to the condition that the Crown shall employ the proceeds of these lands in the maintenance and promotion of religion and education? Yes, that was the intention.

79. Then if you look to the 38th section you will see what religious instruction and education these lands were intended to be appropriated to the maintenance of for all time to come? But, although Sir Richard Bourke states in his letter, as his reason for writing, is that no instructions had come to him, he suggests the plan that was afterwards adopted—that plan is embodied in the Church Act, and the Church Act then is put in lieu of what was before intended as it relates to the maintenance of religion, and instead of the grants for education in connection with the Church of England, the National System of Education was devised by Sir Richard Bourke, and sanctioned by the Queen through the Secretary of State. Then comes the schedule to the Constitution Act, giving a sum of £28,000 per annum to the Queen as an equivalent for all the property she gives up—the Church and School Lands, according to my notion, included. That is part of the contract which I spoke of as made with the Crown, under the Constitution Act, and if that is withdrawn there great awkwardness may arise. The 50th section of the Constitution Act is as follows:—
"The said several sums mentioned in Schedules A, B, and C, shall be accepted and taken by Her Majesty, Her Heirs, and Successors, by way of Civil List, instead of all territorial, casual, and other revenues of the Crown (including all royalties) from whatever source arising within the said Colony." If this is an equivalent for the Church and School—if you take away what is given as an equivalent, whether the other ought to return or not, may be a very serious and embarrassing question. It is for the Legislature to decide whether the dedication of those lands, as they have, up to the present time, been kept and set apart for religious and general education, shall continue or not. It is a matter of policy rather than law.

TUESDAY, 4 OCTOBER, 1859.

Present:—

MR. MURRAY,	|	MR. NOTT,
MR. CLEMENTS,	|	DR. WILSON,
MR. MORRIS.		

THE HON. TERENCE AUBREY MURRAY, ESQ., IN THE CHAIR.

Francis George Campbell, Esq., called in and examined:—

80. *By the Chairman*: You hold some office under the Government in reference to Church and School Lands? I am the Agent. F.G. Campbell
Esq.
81. How long have you held that office? Since the 28th of January last.
82. Can you tell the Committee what is the extent of these lands? I think about 500,000 acres. 4 Oct., 1859.
83. Can you mention where they are situated? Principally in the Counties of Gloucester, Bathurst, St Vincent, Northumberland, Durham, Cumberland, and Camden.
84. Can you state the extent in each County? Gloucester, about 176,000 acres; Bathurst, 136,000; St. Vincent, 44,000; Northumberland, 20,000; Durham, 29,000; Cumberland, 28,000; Camden, 11,500. Total, 444,500 acres.
85. Can you state how these lands are at present occupied? By tenants who have purchased the right of occupation at auction.
86. The whole of them? Almost the whole.
87. What extent is unoccupied, that is, not let? I could not answer that question without reference to the plans. The plans are not in my charge; they are in charge of the Surveyor General at present: and I should have some difficulty in getting at them. I can tell what lands are occupied, but not what are not occupied.
88. All the receipts go through you? Yes.
89. Do you know if any of the land has been sold? Not for a good many years.
90. When was the last sale of any leases? Some three or four years ago.
91. For what periods have the leases been granted? Country lands for twenty-one years, and the town lands for ninety-nine years, that is, the lands at the Glebe and at Botany. The rent of the country lands increases every seventh year.
92. Has the tenant the right of giving up the lease at the end of seven years? Yes, at the end of each period of seven years.
93. Has the Government the right of terminating the lease also? Only in consequence of non-payment of rent.
94. Then the tenant has the option of renewal every seven years, but the Government has not the option of withdrawing the land from lease until the end of the term of twenty-one years? Not unless the tenant fails to pay the rent.
95. *By Dr. Wilson*: Is there not a clause in the lease empowering the Government to resume the land at pleasure on giving compensation? I think not; but I can furnish a copy of the lease as now granted. (*Vide Appendix A.*) I have never had occasion to issue any leases yet, so that I have not referred directly to the terms. In fact I am only collecting the moneys and paying them in to the Colonial Treasurer as a clerk in his office.
96. But you hold the appointment of Agent? Yes. It was proposed to abolish the office of Agent when Mr. Stirling went to England in November, 1858; but it was subsequently found that by an Act of Parliament the office could not be abolished without another Act, and then the Government appointed me as Agent.
97. Do you hold your appointment in the Treasury still? Not the same appointment, but another in the same office.
98. Do you get a separate salary as Agent for Church and School Lands? No, nothing at all.
99. *By the Chairman*: Then you are virtually doing the duty of the office without receiving any remuneration whatever? Yes.
100. Can you tell the extent of the town lands? Not without reference to the maps.
101. How are these town lands let? By auction.
102. At so much per acre? Yes; it is fixed by the Surveyor General.
103. What is the maximum rent paid? I am not certain, but I think there is some as high as £50 an acre.
104. What is the lowest? Portion of the grant at Long Bay is leased for 99 years at about £1 per acre. This grant has been incorrectly surveyed, and there is therefore a probability of some difficulty in the collection of the rent.
105. Can you state the average? The average rate is about £25 per acre per annum.
106. What are the gross proceeds of all these lands? About £5,000 a year.
107. What is the expense of collection? The expense of collection is nothing now.
108. *By Dr. Wilson*: Does the sum you have named include the proceeds from town, country, and suburban lands? Yes.
109. *By the Chairman*: Not more than £5,000? Very little more.
110. A short time ago the net proceeds were about £6,000 a-year? I think the largest commission paid to the Agent has been £275 a-year; that would make it, at five per cent., under £6,000.
111. Are you quite clear that the total rent is under £6,000 a-year? I am almost certain of it.
112. *By Mr. Clements*: How do the country tenants pay their rent; do they send it down to you here? Yes; principally by post.
113. There is no agent employed in collecting in the country districts? No.

- F.G. Campbell Esq.
4 Oct., 1859.
114. Can you say whether these lands are not principally held by middle men, who sub-let them? I do not think they are principally. Mr. Lawson and Mr. Icely, and others of the same class, hold very large blocks, and the Australian Agricultural Company also.
115. Could you tell nearly about the number of tenants who hold the whole of the country lands? About two hundred altogether.
116. *By the Chairman*: Will you furnish a tabular statement shewing the extent of these Church and School Lands,—how they have been disposed of, that is, whether by sale or lease; the names of the purchases and lessees; the extent held by each individual; the rents paid; the dates of the leases; and the periods they have to run,—distinguishing also, town, suburban, and country lands? Yes. (*Vide Appendix B.*)
117. How are the proceeds of these lands applied? Five-sevenths to church purposes and two-sevenths for school purposes. The portion set apart for church purposes is appropriated, according to the Census of 1851, to the different denominations; and the two-sevenths for schools are divided thus:—one-seventh for the National Schools and one-seventh for the Denominational, the latter being divided among the different denominations according to the same Census.
118. By what authority is this appropriation made; is it by consent of Parliament or by the Executive Government? By the Executive Government only, I think.
119. The money is not in any way paid into the General Revenue? No; it is kept as a distinct account.
120. Schedule C is supplemented by five-sevenths of the amount? Yes.
121. You are quite clear on that point that it forms no portion of the Consolidated Revenue? Yes.
122. Then the sum appropriated to public worship is increased by five-sevenths of the proceeds of these Church and School Lands and the Educational Fund to the extent of two-sevenths? Yes.
123. I think you said you would furnish a copy of the lease? Yes.
124. *By Mr. Nott*: Are the leases printed? Yes.
125. *By Dr. Wilson*: Will you be good enough to compare the form of lease at present in use with the form originally issued, and see whether the conditions are the same? On comparison of the forms I find that there is no material difference, and that I was in error in stating that none of these lands could be resumed by the Government until the expiration of the lease. Those leased for 21 years can be resumed at any time on payment of the value of the unexpired portion of the lease, and of the improvements as fixed by arbitration.
126. *By the Chairman*: Have any of these lands been leased since you have had the management? No.
127. Do you know if any of the leases are falling in? I think not for three or four years.
128. Have you any idea of the number that will be falling in then? There will not be many so soon as that.
129. *By Dr. Wilson*: When were leases of these lands first granted? The first sale of leases was held in January, 1841, but the first lease does not appear to have been granted till October of the same year.
130. *By Mr. Nott*: Are the Government letting any of these lands now? No.
131. When were the last let? Some three or four years since.
132. Then the remainder of the lands are all lying unoccupied? Yes.
133. Is there no provision for their occupation at all? No.
134. Can no one get them by applying for them? I think not, except such as have already been put up to auction; they may be taken under lease at the upset price.
135. No portion of these lands has been actually sold since you have had the agency? No, and, I think, not for many years previously.

APPENDIX A.

THIS INDENTURE made the _____ day of _____ in the year of Our Lord one thousand eight hundred and _____, between Her Most Gracious Majesty Queen Victoria, of the one part, and _____ in the Territory of New South Wales; of the other part.

WITNESSETH, that in consideration of the sum of _____ now in hand paid to us, being one year's rent in advance, and of the rent hereinafter reserved, we of our special grace do demise and lease unto the said _____ his executors, administrators, and assigns, subject to the conditions, reservations, and provisoes hereinafter mentioned, all that piece or parcel of land in our said territory, containing by admeasurement _____ be the same more or less, situate in the county of _____ parish of _____ being a portion of certain lands formerly belonging to the late Corporation of the Trustees of the Clergy and School Lands,

with all the rights and appurtenances thereto belonging: To hold the said piece or parcel of land, hereby demised, unto the said _____ his executors, administrators, and assigns, from the _____ day of _____ for and during, and unto the full end of the term of ninety-nine years, from thence next ensuing, and fully to be complete and ended, terminable, nevertheless, as hereinafter mentioned: Yielding and paying therefore yearly and every year, during the said term of ninety-nine years, unto us, our heirs and successors, the clear yearly rent or sum of _____ by even half-yearly payments in advance, commencing on the _____ day of _____ now next, that is say, on the _____ day of _____ and the _____ day of _____ in each and every year, during the said term.

And

And the said doth hereby for himself, his heirs, executors, and administrators, F.G. Campbell
 covenant with Her said Majesty Queen Victoria, her heirs and successors, in manner Esq.
 following, that is to say; That he, the said his heirs, executors, and administrators,
 shall and will, during the term hereby granted, well and truly pay, or cause to be paid 4 Oct., 1859.
 the said yearly rent hereinbefore reserved, on the days and times and in manner herein-
 before appointed for the payment thereof: Provided always, that if the said rent shall be at
 any time unpaid for the space of twenty days after the same shall become due, although no
 formal demand shall have been made thereof, it shall be lawful for us, our heirs and suc-
 cessors, by our Governor for the time being of our said territory, or for the agent for the
 time being of the said Church and School Lands, or for any person or persons authorised by
 our said Governor, or by the said agent in that behalf, to put an end to the term hereby
 created, by a notice to that effect in the New South Wales *Government Gazette*, or to re-enter
 upon the said land or any part thereof, with its appurtenances, and thence to remove the
 said his executors, administrators, and assigns, and all tenants and occupiers of
 the said land or any part thereof, and the term hereby created, shall, in either of such cases,
 cease and be void to all intents and purposes; provided further, that it shall and may be
 lawful for us, our heirs, and successors, by our Governor for the time being of our said
 territory, or for the agent for the time being of the said Church and School Lands, or for
 any other person or persons authorised by our said Governor, or by the said agent in that
 behalf, with or without surveyors and workmen, twice or oftener in every year during the
 said term, at all reasonable times in the day to enter and come into and upon the said land
 and premises hereby demised, or any part thereof, and all buildings and erections which
 theretofore shall have been erected and placed thereon, to view such and see the state and
 condition of the same, and of all injuries, decays, defects, and want of reparation and amend-
 ment, which upon every such view or views shall be found, to give or leave notice or warning
 in writing, at or upon the said demised premises, unto or for the said his executors,
 administrators, and assigns, to repair and amend the same within three calendar months then
 next following, within which said time or space of three calendar months next, after every
 such notice or warning shall be so given, or left as aforesaid, he the said for himself,
 his heirs, executors, administrators, and assigns, doth hereby covenant, promise, agree, to and
 with us, our heirs and successors, to repair, remove, and amend all such injuries, decays,
 defects, and wants of reparation and amendment accordingly.

*In witness whereof the Seal of the Territory of New South Wales
 is affixed; and to the affixing whereof is witness our trusty
 and well-beloved our Captain-General and Govern-
 in-Chief of our said Territory, and the said
 Lessee hath set his hand and seal, the day and year aforesaid.*

Signed, sealed, and delivered, by the said }
 in the presence of }

Entered on record by me, in Register of Church and School Leases, No. pages
 this day of one thousand eight hundred and

Colonial Secretary and Registrar.

APPENDIX B.

*Office of the Clergy and School Estates,
 19 October, 1859.*

Sir,

Owing to the very imperfect state of the records in my possession—the very loose manner in which the books and other documents appear to have been formerly kept—and the confusion into which the whole matter was thrown when it was sought to abolish the office of Agent—some of the records having been sent to this office—some to the Department of Lands—some to the Survey Office—while my predecessor had left the Colony before I knew the office was to devolve on me, and as I could find no one who knew anything of the management of these lands, was compelled to learn my duties from the documents entrusted to me. I cannot, in the short time allowed me, find sufficient reliable data to justify me in adding to the enclosed statement columns shewing the land formerly sold and the names of the purchasers; nor can I, without considerable expenditure of time, tell even the exact quantity of land in each county forming the Church and School Estates. I applied to the Acting Surveyor General for information respecting their extent and position; the area mentioned by him as comprising their whole extent in some counties is however less than the portions actually leased. I presume the maps in his possession only shew the lands originally granted to the Corporation.

The only large block which I know to be unoccupied is the grant at Botany of 4,004 acres. This was surveyed in 1854, and laid out in suburban allotments, but only a few acres actually let, (for 99 years) owing to some inaccuracy in the survey.

With the exception of this, and 219 acres laid out some years since as the village of Blayney, near Careoar, I regret that I have no means at present of ascertaining either the position or extent of the small portions of the Estates remaining unproductive.

I have, &c.,

F. G. CAMPBELL,

Agent.

The Chairman of the Select Committee
 on Church and School Estates.

[Enclosure

[Enclosure to Appendix B.]

STATEMENT, shewing the present disposition of the Clergy and School Estates.

COUNTY.	NAMES OF LESSEES.	EXTENT.			DATE OF LEASES.	Unexpired portion of Lease. Years.	ANNUAL RENT. (Present.)		
		a.	r.	p.			£	s.	d.
21 YEARS' LEASES.									
BATHURST.	Lawson, W.	24,490	0	0	26 June, 1847	9	238	10	0
	Ditto	6,644	0	0	1 Jan., 1848	10	70	10	0
	Ditto	1,920	0	0	28 June, 1847	9	18	0	0
	Ditto	2,117	0	0	18 Jan., 1842	4	52	18	6
	Sullivan, P.	2,116	0	0	1 July, 1854	16	34	0	0
	Ditto	2,314	0	0	1 Jan., 1848	10	30	0	0
	Ditto	65	0	0	1 May, 1856	18	4	0	0
	Ditto	156	0	0	28 Sep., 1847	9	7	10	0
	Neale, Ml.	2,665	0	0	26 June, 1847	9	36	0	0
	Pittman, W.	1,724	0	0	1 Jan., 1848	10	27	0	0
	Ditto	1,815	0	0	26 June, 1847	9	27	0	0
	Scott and Co., W.	1,920	0	0	26 " "	9	22	10	0
	Stonestrect, L.	5,633	0	0	26 " "	9	84	0	0
	Ditto	2,201	0	0	1 Oct., 1848	10	12	0	0
	Doyle, Wm.	2,047	0	0	26 June, 1847	9	27	0	0
	Nevin, Wm.	640	0	0	1 July, 1854	16	18	0	0
	Ditto	160	0	0	28 Sep., 1847	9	7	10	0
	Callan, P.	150	0	0	28 " "	9	12	0	0
	Flood and Co., T.	125	0	0	28 " "	9	7	10	0
	North, E. J. C.	118	0	0	28 " "	9	7	10	0
	Ditto	303	0	0	5 Oct., "	9	15	0	0
	Ditto	3,166	0	0	26 June "	9	39	0	0
	Marsden, John	2,161	0	0	26 " "	9	22	10	0
	Pringle, Wm.	1,920	0	0	26 " "	9	22	10	0
	Ditto	1,482	0	0	28 " "	9	15	0	0
	Brenan, John	663	0	0	26 " "	9	18	0	0
	Kelly, Danl.	416	0	0	28 " "	9	12	0	0
	North, Saml.	1,212	0	0	28 " "	9	12	0	0
	Ditto	8,709	0	0	26 " "	9	51	0	0
	Connolly, N.	1,501	0	0	26 " "	9	22	10	0
	Daly, Robt.	465	0	0	26 " "	9	18	0	0
	Kerr, James	1,533	0	0	26 " "	9	22	10	0
	Hogan, John.. .. .	2,426	0	0	1 Apr., 1848	10	24	0	0
	North, S. C. V.	1,196	0	0	1 Oct., "	10	18	0	0
	Ditto	38	0	0	1 Jan., "	10	7	10	0
	Iccly, Thos.	6,639	0	0	26 June, 1847	9	69	0	0
	Wise, G. F.	680	0	0	18 Jan., 1842	4	34	0	0
	Lane, R.	640	0	0	18 " "	4	32	0	0
	White, Pk.	3,221	0	0	14 June, "	4	182	1	0
	Ditto	640	0	0	1 Oct., 1851	13	12	0	0
	Barnes, J.	723	0	0	1 July, "	13	21	15	0
	Hughes, John (Jr.)	1,576	0	0	18 Jan., 1842	4	52	10	8
	Smith, R. (Estate)	1,939	0	0	18 " "	4	96	19	0
	Ditto	1,920	0	0	1 " 1848	10	12	0	0
	Farrand, W.	2,025	0	0	29 Aug., 1842	4	67	10	0
	Hughes, John	1,883	0	0	13 Sep., "	4	47	1	6
	Ditto	1,162	0	0	28 " 1847	9	12	0	0
	Dicker, John	1,280	0	0	1 Jan., 1850	12	12	0	0
	M'Phillamy, R.	4,072	0	0	27 May, 1851	13	60	0	0
	Ditto	1,920	0	0	1 " 1850	12	9	0	0
M'Phillamy, J.	1,920	0	0	1 " "	12	9	0	0	
O'Hara, Jas.	1,666	0	0	26 June, 1847	9	19	10	0	
Ditto	1,399	0	0	1 Jan., 1848	10	9	0	0	
Ditto	1,920	0	0	16 July, 1847	9	13	10	0	
Alexander, Wm.	640	0	0	1 " 1851	13	12	0	0	
M'Phillamy, C.	2,579	0	0	1 Apr., 1850	12	21	0	0	
Ditto	1,920	0	0	14 June, 1849	11	22	10	0	
Soden, Wm.	643	0	0	1 Sep., 1851	13	12	0	0	
Glasson, John	1,280	0	0	28 " 1852	14	9	0	0	
Ditto	1,122	0	0	1 May, 1850	12	12	0	0	
Carney, W.	1,280	0	0	1 July, 1851	13	15	0	0	
M'Gaw, Wm.	1,920	0	0	1 Jan., "	13	13	10	0	
Burge, J.	2,326	0	0	26 June, 1847	9	22	10	0	
Ditto	1,920	0	0	28 Sep., "	9	13	10	0	
Jones, T.	1,920	0	0	1 Jan., 1852	14	21	0	0	
Ditto	160	0	0	.....	..	4	0	0	
Falvey, Thos.	1,920	0	0	1 July, 1850	12	15	0	0	
Bell, Wm.	280	0	0	1 Jan., 1848	10	12	0	0	
TOTAL, BATHURST	128,052	0	0			1,998	15	8	

STATEMENT, &c.—continued.

COUNTY.	NAMES OF LESSEES.	EXTENT.			DATE OF LEASES.	Unexpired portion of Lease. Years.	ANNUAL RENT. (Present.)		
		a.	r.	p.			£	s.	d.
21 YEARS' LEASES.—Continued.									
CAMDEN.	Dunn, Henry	600	0	0	1 Apr., 1849	11	12	0	0
	Ditto	764	0	0	24 Jan., "	11	12	0	0
	Dunn, Jane	761	0	0	14 June, 1842	4	22	7	4
	Creighton, Joseph	658	0	0	14 " 1849	11	22	10	0
	Gaudry, Geo.	542	0	0	1 June, "	11	6	0	0
	Allen, Saml.	1,145	0	0	1 Feb., 1848	10	45	0	0
	Ditto	1,145	0	0	1 Oct., "	10	12	0	0
	Lester, Clements	5,903	0	0	1 Feb., 1849	11	120	0	0
TOTAL, CAMDEN	11,428	0	0			251	17	4	
DURHAM.	Russell, Wm.	2,560	0	0	1 Jan., 1848	10	30	0	0
	Bowman, G.	2,552	0	0	1 Sep., 1847	9	36	0	0
	Brown, John	2,600	0	0	26 June, "	9	36	0	0
	Dangar, Henry	2,420	0	0	12 Apr., 1850	12	52	10	0
	Drinan, John	1,908	0	0	14 June, 1842	4	95	8	0
	Hudson, B.	2,256	0	0	14 " 1849	11	27	0	0
	Wilson, Felix	368	0	0	1 Apr., "	11	45	0	0
	Robson, John	135	0	0	12 Oct., 1848	10	22	10	0
	Nowlan, T.	950	0	0	1 " "	10	30	0	0
	Dunn, F. H.	1,220	0	0	12 July, 1850	12	60	0	0
	McPhee, John	1,140	0	0	9 May, 1848	10	36	0	0
	McAuley, A.	1,034	0	0	12 Apr., 1850	12	97	10	0
	Scott, Walter	1,030	0	0	12 Oct., "	12	60	0	0
	Johnson R.	2,100	0	0	1 Apr., 1849	11	45	0	0
O'Neil Wm.	2,150	0	0	12 " 1850	12	52	10	0	
TOTAL, DURHAM	24,423	0	0			725	8	0	
HUNTER.	Russell, W.	938	0	0	26 June, 1847	9	18	0	0
	Bowman, Geo.	1,376	0	0	1 Sep., "	9	22	10	0
	TOTAL, HUNTER	2,314	0	0			40	10	0
NORTHUMBERLAND.	Glass, A.	2,472	0	0	23 July, 1847	9	45	0	0
	Dangar, H.	1,280	0	0	20 June, 1848	10	27	0	0
	Kelman, W. D.	1,172	0	0	1 Jan., "	10	18	0	0
	McDonall, J. C. S.	844	0	0	29 Feb., 1849	11	12	0	0
	Gordon, W. F.	2,127	0	0	26 June, 1847	9	45	0	0
	Collins, W.	1,920	0	0	1 Feb., 1852	14	9	0	0
	Brown, A.	1,920	0	0	1 Mar., 1849	11	22	10	0
	Desmond & Ors.	108	0	0	1 Apr., "	11	36	0	0
	Drinan & Ors.	100	0	0	1 Oct., 1848	10	30	0	0
	Irwin, T.	100	0	0	12 " "	10	22	10	0
	Ditto	100	0	0	1 " 1850	12	1	10	0
	Bolsor, Geo.	100	0	0	1 Feb., 1848	10	9	0	0
	Burgess, Jno.	100	0	0	1 July, 1850	12	4	10	0
	Clarke, H.	100	0	0	1 May, 1851	13	6	0	0
	Naseby, C.	200	0	0	" "	13	4	10	0
	Irwin, T.	100	0	0	8 July, 1848	10	3	15	0
	Bird, R.	100	0	0	12 " "	10	3	15	0
	Kelly, Tim.	100	0	0	1 Sep., 1851	13	3	0	0
	Ditto	100	0	0	1 June, "	13	1	10	0
	Nash, S.	100	0	0	1 Aug., "	13	3	0	0
	Redmond, P.	100	0	0	1 Apr., 1852	14	1	10	0
	Moylan, P.	200	0	0	1 Oct., 1853	15	8	17	6
	Troy, Jas.	100	0	0	1 July, 1848	10	3	15	0
Kenna, D.	100	0	0	1 Feb., "	10	4	10	0	
Moore, J.	95	0	0	" "	10	4	10	0	
Neal, J.	95	0	0	1 July, "	10	3	15	0	
Boggs, Jno.	190	0	0	1 Apr., "	10	7	10	0	
TOTAL, NORTHUMBERLAND	14,023	0	0			341	17	6	
COOK.	Gardner, H.	100	0	0	1 Jan., 1858	14	30	0	0
	TOTAL, COOK	100	0	0			30	0	0
ROXBURGH.	Ford, John	77	0	29	1 Apr., 1848	10	18	0	0
	Kite, Thos.	1,000	0	0	14 June, 1849	11	27	0	0
	TOTAL, ROXBURGH	1,077	0	29			45	0	0

STATEMENT, &c.—continued.

COUNTY.	NAMES OF LESSEES.	EXTENT.			DATE OF LEASES.	Unexpired portion of Lease. Years.	ANNUAL RENT. (Present.)			
		a.	r.	p.			£	s.	d.	
21 YEARS' LEASES—Continued.										
CUMBERLAND.	Payten, N.	1,049	0	0	26 June, 1847	9	37	10	0	
	Hosking, M. F. (Trustees).. ..	368	0	0	1 Jan., 1848	10	15	0	0	
	Moore, Sam.	17	1	10	" "	10	3	0	0	
	Ditto	67	0	24	17 Oct., "	10	6	0	0	
	Fuller, E.	35	3	19	1 Feb., "	10	6	0	0	
	Clarke, W. B.	60	0	0	1 Oct., 1849	10	4	10	0	
	Hyland, L.	792	0	0	14 June, "	11	45	0	0	
	Curry, P.	241	0	0	1 June, 1848	11	12	0	0	
	Ditto	782	0	0	26 " 1847	10	81	0	0	
	Crawford, R. (Jun.)	1,185	0	0	1 Apr., 1849	9	42	0	0	
	Raper, E. & Ors.	1,496	0	0	1 Oct., 1848	11	12	0	0	
	Ditto	2,889	0	0	1 Apr., 1849	10	36	0	0	
	Leary, T.	1,951	0	0	1 Oct., 1850	11	22	10	0	
	Holt, Thos.	1,284	0	0	1 Jan., 1848	12	30	0	0	
	Fowler, J. R.	661	0	0	1 Apr., "	10	9	0	0	
	Simpson, E.	1,806	0	0	29 Mar., 1847	10	37	10	0	
	Melville, Jas.	1,554	0	0	1 Apr., 1851	9	57	0	0	
	Atkinson, J. II.	363	0	0	1 May, "	13	18	0	0	
	Stamton, J.	35	3	8	.....	..	10	10	0
	Wilson, W.	82	0	0	1 Jan., 1851	13	4	10	0	
	Ditto	120	0	0	1 Oct., 1849	11	12	0	0	
	Richay, James	116	0	0	1 Apr., 1853	15	15	0	0	
	Ditto	126	0	0	1 Oct., 1851	13	10	10	0	
	M'Gillivray, J.	161	0	0	1 " 1850	12	10	10	0	
	Gordon, Lewis	412	0	0	1 Feb., 1848	10	12	0	0	
	Peters, S.	287	0	0	1 June, 1851	13	12	0	0	
	Bull, John	110	0	0	1 July, 1850	12	9	0	0	
	Davis, Jas.	141	0	0	1 Jan., "	12	13	10	0	
	Brenan, Joseph	1,740	0	0	29 Mar., 1847	9	52	10	0	
	Hurley, John	100	0	0	14 June, 1852	4	13	6	8	
	Varnal, John	5	3	2	15 Oct., 1847	9	1	17	6	
	Roberts, R.	34	3	25	1 Aug., 1849	11	6	0	0	
	Ditto	31	2	26	1 Apr., 1850	12	3	0	0	
	Ditto	31	2	26	1 " "	12	3	0	0	
	Johnson, Jessie	32	2	11	1 " 1851	13	3	0	0	
	Ditto	58	0	5	1 Oct., 1848	10	6	0	0	
	Taylor, Thos.	30	2	6	28 Sep., 1847	9	4	10	0	
	Rudd, J. (Estate of).. .. .	108	2	16	28 " "	9	15	0	0	
	Fieldhouse, E. H. & W.	26	0	0	19 Oct., "	9	3	15	0	
	Fuller, Thos... .. .	18	2	22	.....	..	3	0	0
	TOTAL, CUMBERLAND.. ..		20,412	2	0		£	698	9	2
	ST. VINCENT.	Christmas, T.	588	0	0	9 Aug., 1847	9	7	10	0
		Grady, M.	640	0	0	1 Jan., 1850	12	7	10	0
		Ditto	568	0	0	1 " 1848	10	7	10	0
		Ditto	354	0	0	12 Oct., 1841	3	8	17	0
Ditto		651	0	0	13 Apr., 1852	14	15	0	0	
Ditto		640	0	0	28 Sep., 1847	9	9	0	0	
Jennings, W... .. .		640	0	0	1 Jan., 1848	10	16	10	0	
Ryrie, J. C.		640	0	0	1 " "	10	16	10	0	
Ditto		640	0	0	28 Sep., 1847	9	15	0	0	
Gordon, Hugh		637	0	0	1 Oct., 1850	12	7	10	0	
Ditto		2,297	0	0	1 " "	9	27	0	0	
Ditto		640	0	0	26 June, 1847	9	7	10	0	
Ditto		640	0	0	28 Sep., "	11	7	10	0	
Ditto		763	0	0	9 Aug., "	10	7	10	0	
Ditto		640	0	0	26 June, "	11	7	10	0	
Ditto		640	0	0	1 Apr., 1849	12	10	10	0	
Ditto		640	0	0	1 Jan., 1848	9	7	10	0	
Ditto		640	0	0	1 Apr., 1849	9	7	10	0	
Bassingthwaite, E.		406	0	0	12 Nov., 1842	4	10	3	0	
Bell, Thos. (Estate).. .. .		640	0	0	26 June, 1847	9	12	15	0	
Ditto		640	0	0	1 Jan., 1848	10	7	10	0	
Painter, John		640	0	0	1 May, 1851	13	1	10	0	
Bunn, G. H.		1,280	0	0	1 Oct., 1849	11	19	10	0	
Taylor, Joseph		640	0	0	9 " 1847	9	7	10	0	
Ditto		640	0	0	1 Nov., 1849	11	4	10	0	
Ditto		1,537	0	0	28 Sep., 1847	9	23	10	0	
Ditto		1,739	0	0	9 Oct., "	9	21	0	0	
Ditto		2,153	0	0	28 Sep., "	9	27	0	0	
Ditto		851	0	0	28 " "	9	12	0	0	
Coghill, John		1,920	0	0	27 Sep., 1848	10	22	10	0	
Ditto		1,931	0	0	11 Nov., 1849	11	24	0	0	
Larmer, Jas.		640	0	0	29 Mar., 1847	9	9	0	0	
Ditto	1,010	0	0	29 May, "	9	16	10	0		
Draper, Thos.	1,341	0	0	28 Sep., "	9	18	0	0		
Ditto	1,310	0	0	24 May, 1849	11	21	0	0		
Carried forward		32,216	0	0			453	0	0	

STATEMENT, &c.—continued.

COUNTY.	NAMES OF LESSEES.	EXTENT.			DATE OF LEASES.		Unexpired portion of lease. Years.	ANNUAL RENT. (Present.)		
		a.	r.	p.	£	s.		d.		
21 YEARS' LEASES—Continued.										
	Brought forward	32,216	0	0				453	5	0
	Goulding, P.	1,080	0	0	28 Sep., 1847	9		15	0	0
	Ditto	1,547	0	0	28 " "	9		21	0	0
	Williams, Jas.	918	0	0	29 Mar., "	9		13	10	0
	Draper, Wm.	579	0	0	12 Oct., 1848	10		22	10	0
	Holder, Wm.	642	0	0	5 Sep., 1842	4		16	0	0
	M'Kellar, A.	1,568	0	0	1 Jan., 1848	10		18	15	0
	Ditto	549	0	0	1 Oct., "	10		7	10	0
	Roberts, W. J.	640	0	0	1 Apr., 1849	11		7	10	0
	Ditto	675	0	0	24 May, "	11		7	10	0
	Ditto	1,658	0	0	12 Oct., 1841	3		68	17	6
	Badgery, A.	797	0	0	12 " "	3		33	4	2
	Nowlan, Jas.	640	0	0	.....	....		15	0	0
	TOTAL, ST. VINCENT ..	43,504	0	0			£	699	11	8
GLOUCESTER.	Nicholas, Wm.	1,968	0	0	26 June, 1847	9		22	10	0
	Woodward, J.	2,740	0	0	1 Aug., 1850	12		6	0	0
	Cameron, D.	2,853	0	0	1 Apr., 1852	14		21	0	0
	Redman, W.	2,768	0	0	1 Mar., 1851	13		6	0	0
	Bugden, John	2,912	0	0	1 Sep., 1850	12		6	0	0
	Barton, H.	2,954	0	0	1 Oct., "	12		6	0	0
	Boltwood, Jas.	3,070	0	0	1 July, 1851	13		7	10	0
	Scarle, It.	2,560	0	0	19 Aug., 1849	10		15	0	0
	Griffin, F. H.	2,295	0	0	1 Apr., 1851	13		12	0	0
	Ditto	2,800	0	0	1 Jan., 1855	17		9	0	0
	Ditto	5,900	0	0	1 June, 1851	13		12	0	0
	Pile, Geo.	4,277	0	0	1 Aug., 1850	12		7	10	0
	Campbell, R.	3,120	0	0	1 July, 1849	11		10	10	0
	Farquhar, D.	100	0	0	29 Mar., 1847	9		15	0	0
	Hackett, Thos.	50	0	0	1 Jan., 1851	13		12	0	0
	Lowe, Wm.	2,560	0	0	1 Aug., 1850	12		6	0	0
	Mossman, Geo.	4,760	0	0	14 July, 1849	11		12	0	0
	Ditto	320	0	0	1 May, 1856	13		25	0	0
	Bratfield, J.	104	0	0	1 Jan., 1848	10		18	0	0
	Miller, J.	64	0	0	1 " "	10		10	10	0
	Ireland, J. M.	90	0	0	1 " "	10		9	0	0
	Connor, John	99	0	0	1 " "	10		7	10	0
	Ditto	95	0	0	1 " "	10		7	10	0
	Ditto	105	0	0	1 Apr., "	10		6	0	0
	Crassingham, R.	216	0	0	1 Aug., 1855	17		10	0	0
	Crassingham, T.	116	0	0	1 May, 1849	11		4	10	0
	Carlton, Jas.	100	0	0	1 Jan., 1848	10		15	0	0
	Burdekin, T.	62	0	0	1 Mar., "	10		22	10	0
	Mylan, Jas.	60	0	0	1 Apr., "	10		18	0	0
	Marsh, B.	550	0	0	1 May, 1849	11		9	0	0
	Ditto	5,320	0	0	1 Apr., "	11		34	10	0
	Ditto	1,936	0	0	1 " 1851	18		18	0	0
	Gorton, J.	3,684	0	0	1 Jan., 1848	10		27	0	0
	Ditto	2,880	0	0	23 Aug., "	10		21	0	0
	Blain, Rev. R.	330	0	0	1 Jan., 1850	12		30	0	0
	McPhee, D.	2,177	0	0	1 Apr., 1848	10		19	10	0
	Ditto	257	0	0	12 July, 1850	12		45	0	0
	Campbell, John	2,920	0	0	14 Aug., 1850	9		25	10	0
	McLucas, J.	2,740	0	0	1 Jan., 1848	10		22	10	0
	Walker, W.	2,320	0	0	29 Mar., 1847	9		30	0	0
Newcombe, R.	2,320	0	0	1 Nov., 1848	10		15	0	0	
Gorton, G.	2,320	0	0	29 Mar., 1847	9		30	0	0	
Ditto	7,623	0	0	1 Apr., 1855	17		30	0	0	
Abbott Thos.	2,320	0	0	1 " 1853	15		6	0	0	
Fitzgerald, J.	2,320	0	0	1 May, 1849	11		13	10	0	
Cox & Abbott (Joseph Allen)	2,320	0	0	1 Apr., 1853	15		27	0	0	
Frost, James	2,320	0	0	1 " "	15		10	0	0	
Monaghan, J.	2,320	0	0	1 " "	15		17	0	0	
Gardner H.	4,640	0	0	1 July, 1854	16		16	0	0	
Stapleton, P.	2,320	0	0	1 Apr., 1850	12		18	0	0	
Williams, J.	4,640	0	0	1 " 1855	17		18	0	0	
Mackay, J. K.	6,960	0	0	1 " "	17		27	0	0	
A. A. C.	2,320	0	0	1 " 1853	15		11	0	0	
Ditto	4,640	0	0	1 July, 1855	17		10	0	0	
Ditto	9,280	0	0	1 Apr., 1854	16		36	0	0	
Ditto	16,240	0	0	1 " 1855	17		72	0	0	
Ditto	2,320	0	0	1 July, "	17		5	0	0	
Ditto	20,880	0	0	1 Apr., "	17		137	10	0	
Ditto	6,960	0	0	.....	..		15	0	0	
	TOTAL, GLOUCESTER ..	179,325	0	0				1,135	10	0

STATEMENT, &c.—continued.

COUNTY.	NAMES OF LESSEES.	EXTENT.	DATE OF LEASES.	Unexpired portion of Lease.	ANNUAL RENT. (Present.)		
					Years.	£	s.	d.
		a. r. p.					
		99 YEARS' LEASES.					
CUMBERLAND.	Pemell, Jas.	0 2 23½	28 Sep., 1847	87	17	0	0
	Fowler, Enoch	0 1 10	9 " "	87	12	0	0
	Walton, John	0 3 6	1 Apr., 1850	90	20	0	0
	Osborne, S. (Estate)	0 1 19	1 June, 1848	92	8	0	0
	Smith, T. T.	0 1 13½	1 " "	92	8	0	0
	Norton, Wicks	0 1 31	21 July, "	92	10	0	0
	Holmes, T.	0 1 28	19 June, "	92	10	0	0
	May, Thos.	0 0 25½	19 Sep., "	92	20	0	0
	McCann, W.	0 1 11½	18 Dec., "	92	8	0	0
	Barnett, H.	0 1 11½	1 June, 1849	89	8	0	0
	Foulsham, Jas	0 1 11½	1 July, "	89	8	0	0
	Elphinstone, W.	0 0 24	17 Oct., "	89	20	0	0
	Want, J. R.	2 0 19¾	1 July, 1850	90	52	0	0
	Cullen, M.	0 1 11½	1 Sep., "	90	8	0	0
	Dixon, H.	1 3 38	1 Sep., 1852	92	66	0	0
	Harrison, Ellen	0 1 16	1 July, 1855	95	3	0	0
	Harrison, J. R.	3 3 16	1 " "	95	59	0	0
	Ridley, J. P.	0 2 32	1 " "	95	15	5	0
	Bennett, E.	3 0 20	1 " "	95	37	0	0
	Selbay, Jas.	5 3 33	1 Mar., 1856	96	5	19	3
Ditto	1 2 26	1 July, "	96	7	0	0	
McKeon, H.	7 3 23	1 Mar., "	96	8	1	3	
Manning, H.	1 1 28	1 July, "	96	7	0	0	
Goodin, Geo.	0 1 11½	1 Oct., 1852	92	36	0	0	
How, R. & Walker, J.	6 2 2½	1 " "	92	190	0	0	
	TOTAL	40 3 13½			643	5	6

RECAPITULATION.

COUNTY.	EXTENT.			ANNUAL RENT.		
	a.	r.	p.	£	s.	d.
Bathurst	128,052	0	0	1,988	15	8
Camden	11,428	0	0	251	17	4
Durham	24,423	0	0	725	8	0
Hunter	2,314	0	0	40	10	0
Northumberland	14,023	0	0	341	17	6
Cook	100	0	0	30	0	0
Roxburgh	1,077	0	29	45	0	0
Cumberland	20,412	2	0	698	9	2
Ditto 99 Years (Town Lots)	40	3	13½	643	5	6
St. Vincent.	43,504	0	0	699	11	8
Gloucester	179,325	0	0	1,135	10	0
	TOTAL	424,699	2 2½	6,600	4	10

F. G. CAMPBELL,
Agent for the Clergy and School Estates.

Treasury,
19 October, 1859.

APPENDIX C.

F.G. Campbell
Esq.

4 October, 1859.

4 Oct., 1859.

Sir,

I think I made an error this morning with respect to the reservations in the leases of the Clergy and School Estates.

Those leased for 99 years can only be resumed by the Government in the event of non-payment of rent; whereas the lands leased for 21 years may be resumed at any time on payment to the lessee of the value of the remaining portion of the lease, and the price of the improvements, as fixed by arbitration.

I think I included both classes in the same category.

T. A. Murray, Esq.,
Chairman of the Select Committee on
Church and School Estates.

I am, &c.,
F. G. CAMPBELL,
Agent.

TUESDAY, 11 OCTOBER, 1859.

Present:—

MR. MURRAY,
MR. WILSON,
MR. PARKES,
MR. BLACK,

MR. MORRIS,
MR. WILSON,
MR. EGAN,
MR. CLEMENTS.

THE HON. TERENCE AUBREY MURRAY, ESQ., IN THE CHAIR.

The Honorable Lyttelton Holyoake Bayley, Esq., called in and examined:—

136. *By the Chairman:* You are Attorney General, Mr. Bayley? Yes.
137. The Committee is desirous of having your opinion as to the position of the present Church and School Lands in the Colony, in regard to their ownership for the trusts under which they are held—have you at all looked into the question? I looked to this yesterday for the first time—having been engaged last week; I yesterday made inquiries as to the state of this question; what I was told was this—and perhaps the Committee will correct me if I am wrong:—It is a simple question of whether the Crown is now in possession of these lands, clothed or not clothed with certain trusts—in other words the land was granted to a Corporation for church purposes; that Corporation was abolished by law, and the property escheated to the Crown; the question is whether the Crown is now bound by those previous trusts—or whether the Crown has absolute power over the lands irrespective of any trusts at all—that, I am told by one of my colleagues, is the origin of this matter; if I am wrong I shall be glad to be corrected. I have not seen the papers—but a very careful and elaborate opinion was given by Mr. Manning and Mr. Darvall in 1856, on the subject, and I was told, after forming my own opinion on the matter, what was the tenor of their opinion. The papers are in the Colonial Secretary's Office, and I have not had time to look at them.
138. Do you know the purport of their opinion? I am told it is that the trust subsists, or rather that the trusts subsist. I have not seen the document at all; but on the mere abstract question I am prepared to agree with them.
139. I suppose you are scarcely prepared, without the documents before you, to enter fully into the case and give an opinion on it? I am told that is the simple question which I have stated—and assuming that to be the question (and I believe it is) I should be prepared to give such an opinion as I have been able to form in the short time I have had to consult the authorities.
140. Have you seen the original Charter of these Church and School Lands? No, I have not.
141. *By Mr. Black:* Don't you think that it would be desirable, before you committed yourself to an opinion, to see all the documents? I believe, glancing over it (*the Charter which had been handed to witness*) the statement given by me yesterday corresponds with what I have said existed. By the 36th section of the Charter I see power is given to dissolve the Corporation if it were expedient to do so, and, by the Order in Council of the 4th February, 1833, that power was exercised, and the Corporation dissolved.
142. *By Mr. Wilson:* There are also powers given with regard to the land? That is not inconsistent with the opinion which I have formed, that the resumption by the Crown does not annihilate the trusts.
143. *By Mr. Murray:* You think the resumption, under such circumstances, did not annihilate the trusts of the Corporation which were existing at the time the Charter was granted—they continue? That is what I am disposed to think.
144. Will you please look at the 4th section of the Charter of Incorporation? I may say when I go over my evidence, and have looked carefully at the matter, if I see any reason to modify my opinion I will do so.
145. Is the continued resumption and the trust inseparable? If any trusts did exist, the Crown would not take the land absolutely but subject to the trusts—it could not take them otherwise. I may say that this is a question of extreme difficulty; in looking into the authorities I find there is a case in which the point is touched on by Lord Henley 100 years ago, although he expressed an opinion it was not necessary for the decision of the case, but he

The Hon.
L. H. Bayley,
Esq.

11 Oct., 1859.

The Hon. L. H. Bayley, Esq. he mentioned such a point might arise, and gave his opinion stating he had searched the authorities for two centuries, and found nothing at variance with it.

146. Do you see who were incorporated in the first instance? Yes.

11 Oct., 1869. 147. You see the Governor, General Darling, the Chief Justice of the Supreme Court, the several Members of the Legislature, the Archdeacon Scott, Alexander M'Leay, Esq., Saxe Bannister, Esq., John Stephen, Esq., nine senior Chaplains and their successors, of the Church of England, shall be a body politic and corporate, with succession, and so on—do you see any mention made of other clergymen besides clergymen of the Church of England? No, I do not.

148. Will you be good enough to look at the 23th section? In answer to that I may state I think I doubt if the test and Corporation Acts were repealed,—then I forget exactly what year they were repealed,—they were subsistent, I think.

149. Would the repeal of those Acts annihilate the trusts? No; they might account for only one body, the Church of England being included. Catholic emancipation did not take place till 1829, therefore I do not think the fact of persons in the Church of England being the only persons mentioned affords a topic for argument.

150. Will you look at the 26th section? Yes.

151. The appropriation of the proceeds in the account referred to in that section is limited apparently to the application of it to the established Church of England in this Colony? That is the point, it may be for the reason I have alluded to.

152. *By Mr. Wilson:* Do you think the Scotch union was in existence then? It was, certainly, long before.

153. *By Mr. Murray:* Will you look at the 30th section—"And we do further direct and ordain that the schools so to be established as aforesaid, shall be subject to the order, direction, and superintendence and control of the clergyman or minister of the Church of England for the time being, officiating in the church of and belonging to the parish in which any such school may be established, and that the Bishop, or in his absence, the Archdeacon for the time being of the said Colony shall be, and he is hereby constituted and appointed the visitor of all the said schools throughout the said Colony." Does that apply to schools generally of all denominations, or is it limited to the Church of England exclusively? I see no reason for construing this clause differently from the ordinary manner in which one construes ordinary documents; one of the cardinal rules is, you are to take the language in its ordinary grammatical sense, and as clergymen of the Church of England are alone mentioned in this clause, on the principle that the expression of one is the exclusion of the others, I should certainly say that this is limited in the manner designated to clergymen in the ministry of the Church of England. I do not see how you can incorporate with a trust parties not mentioned in it.

154. Look at the 32d clause—"And it is our will, and we do further declare, that all and every the lands and tenements within our said Colony heretofore appropriated and set apart by the former Governors of our said Colony, or any of them, for the maintenance and education of male or female orphans, and all such parts of our revenues arising within our said Colony as hath by any such Governor been appropriated and set apart for the education of youth therein, shall be, and the same are hereby vested in and placed under the management, care, and superintendence of the said Corporation, to be by them applied and disposed of in aid of the funds aforesaid, in and towards the education of youth in the said Colony in the principles of the established Church?" That again appears to me to mean the established Church of England and Ireland.

155. Look at the 33rd section—"And we do further grant and declare, that all the lands heretofore set apart within the said Colony for the support of the clergy of the established Church, and known by the name of the Glebe lands, or by whatever other name the same may be known, shall from and immediately after the death, resignation, removal, or other avoidance of the chaplain or clergyman now in the occupation and enjoyment thereof respectively, pass to and become vested in the said Corporation, upon, under and subject to the trusts, and to and for the intents and purposes hereinbefore declared respecting the other estates of the said Corporation?" That appears to contemplate a restriction to the Church of England.

156. Then it appears to you that the trusts involved in this Corporation as established were trusts exclusively in favor of the Church of England? If the Crown under section 36 had the power of revocation of the Corporation, and of exercising the trusts itself, that trust still was to be exercised in the terms of the original charter for the purposes set out therein.

157. You state the revocation does not annihilate the trust? That is my opinion. I find the 37th clause is as follows:—"And we do further will and ordain, that it shall be lawful for us, our heirs and successors, from time to time, as occasion may require, to revoke, alter or vary, any of the provisions, declarations and conditions, or regulations herein contained, and in their place and stead to establish, institute and ordain such other further rules, orders, and provisions, for the better conduct of the affairs of the said Corporation, or for the better regulating of the constitution thereof, or otherwise in respect of the matters aforesaid, or any of them, as to us, our heirs and successors, may seem meet. Provided, nevertheless, that no such revocation, alteration, or variation as aforesaid, and that no such new rules, orders of provisions, as aforesaid, shall be established, except by Letters Patent, to be issued under the Great Seal of our said Colony, by the Governor or Acting Governor thereof for the time being, in pursuance of an instrument to be to him for that purpose issued by us, our heirs and successors, under our and their Royal Sign Manual." I don't like to pledge myself that the Crown has not the power of creating fresh trusts.

158. Do you think that under this section 37 the Crown might revoke all the trusts, and establish new ones? Allow me to look at the matter first. The 38th clause appears to render clear what

what I will not say was a doubtful point even, but if it had been doubtful it appears to me to provide exclusively for the education in the doctrines of the Church, or, to use their own language, "for the religious instruction and education in the principles of the Church of England of the whole of the inhabitants of the said Colony."

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159. Are you of opinion the trusts were created especially for the benefit of the Church of England Clergy and Schools? Yes.

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160. And could that trust be revoked? Before answering that question I should like to look into it more closely. I am disposed to think that, considering the Corporation was, by Order of Council of the 4th February, 1833, dissolved, and put an end to, that the power given to the Crown by the 37th section or clause of the Charter of Incorporation cannot be exercised as there is nothing to act upon.

161. But at the second paper, page 7, you will see a recital, that it was lawful for the Crown to revoke the trust, and the following passage occurs—"We do hereby ordain and declare, that in place and stead of the provision, declaration, conditions, and regulations, hereby revoked as aforesaid, the affairs of the said Corporation shall, from and after the date of these presents, be managed by five commissioners, who are to perform the several duties vested in the said Corporation in and by the said Letters Patent, and we do hereby nominate and appoint our trusty and well-beloved the Reverend and Venerable William Grant Broughton, the Archdeacon of New South Wales; our trusty and well-beloved Alexander Macleay, Esquire, the Colonial Secretary of our said Colony; our trusty and well-beloved Michael Cullen Cotton, Esquire, Collector of Customs of our said Colony; our trusty and right well-beloved William Lithgow, Esquire, the Auditor General of our said Colony; and our trusty and well-beloved Thomas Macquoid, the Sheriff of our said Colony; to be Commissioners to manage the affairs of the said Corporation, and to perform the several duties vested in the said Corporation in and by the said Letters Patent accordingly." That appears to be morely a change of trustees as far as I have gone. This appears merely to be substituting for the numerous trustees in the Charter of Incorporation the smaller body of five.

162. Does that alter the trust? There would be no alteration in the trust unless there were express words altering it. I see, in the latter part of the instrument, it is stated—"We do hereby reserve to ourselves, our heirs, and successors, full power and authority from time to time, as occasion may require, to make, ordain, and establish all such new rules, orders, and provisions in respect to the matters aforesaid or any of them, as to us, our heirs and successors, may seem meet;" that does not appear to touch the trust, the mere fact of appointing Commissioners shews something to act upon.

163. Please refer to page 8, that portion where the whole thing is abolished, it is there stated—"Whereas it doth appear to His Majesty, with the advice of the Privy Council, expedient to dissolve and put an end to the said Corporation: Now, therefore, His Majesty doth, with and by the advice aforesaid, hereby dissolve and put an end to the said Corporation, and the same is by this present order dissolved accordingly?" That appears to me to be precisely in accordance with the summary of what I understood to be the question as to the trusts. The question is whether the trusts subsist.

164. If it does subsist it is vested in the Crown? If the trust does subsist the Crown is the trustee.

165. Then, if the Crown is the trustee, is the Crown limited in the exercise of the trust by the conditions that have been imposed in the original Charter and which at that time had not been revoked? That appears to be a question of some little difficulty, because to answer that question we must see whether there is not power to alter the regulations given by the 37th clause. My impression is, without giving a strong opinion on it, that the Crown has not the power under the 37th clause of making fresh regulations, because I see these regulations are defined to be for the better conduct of the affairs of the said Corporation. Now the Corporation has ceased to exist, therefore the Crown cannot make rules. It would be apparently inconsistent that the Crown should have the power to make regulations for the conduct of the Corporation after the Corporation had ceased to exist, these rules being described as "for the better regulation of the constitution thereof;" the same objection is supported further on where it goes on to say—"or otherwise in respect to the matters aforesaid or any of them." I do not like, without further consideration, to say whether the Crown has the power under these words of altering these provisions. I think the question one of considerable difficulty.

166. That is a question you would like to consider? From the opportunities I have had of consulting the authorities, it appears to me to be perfectly settled that where a Corporation has become incapable of affecting the objects for which it was originally constituted it ceases to exist, and the King or Crown can remodel the old Corporation or create a new one. The question has frequently been before the Courts; there is one case under the old Municipal Corporation law of England. If the Committee would like to have a statement on the matter I would refer to the books which I brought with me for the purpose of supplying the information. I have read all the authorities I have been able to look at during the three or four hours I have been able to devote to the matter, and I have no hesitation in saying that is the law on the subject. There is one case in the Court of King's Bench decided in 1797, on a motion for *quo warranto* to shew by what authority a person held the office of mayor. Queen Elizabeth granted a Charter to the town, and for some reason or other the Charter was considered by the law officers invalid. In the reign of George I, he created a fresh Charter, and the question was whether the original Charter had been abolished; it was argued twice very elaborately; the law as to the objects for which the Corporation was incorporated was discussed, and it was decided that when these objects cannot be performed the Corporation dies a natural death. The case is the *King v. Passmore*, 4 Term Reports—and the

marginal

The Hon. marginal note is as follows:—"when an integral part of a Corporation is gone, and the Corporation has not the power of restoring it or doing any corporate act, the Corporation is so far dissolved that the Crown may issue a new Charter."

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167. That is the decision? Yes.

168. Does it appear that the Corporation under the new Charter did not carry out the trusts of the old? I don't think it does. Perhaps I may be permitted to read a short extract, which appears to bear on this subject:—Mr. Justice Ashurst in the case of the King *v.* Passmore, said, "It may be proper to consider what is the end and intention of creating Corporations aggregate of the kind now under discussion; the principal end is for preserving good order and government within the limits of the towns in which they are established—they are not merely temporary institutions, but are intended to have perpetual succession, therefore they must have the means of preserving that succession; and whenever a Corporation is so far reduced by negligence or accident, as to be inadequate to the purposes of government, and to have lost the power of continuing the succession for want of an integral part, it is virtually dead, for it is no longer capable of answering the ends of its institution; and as it was originally created for the public good, and not merely with a view to the private interest of individuals whenever it can no longer perform these functions, which is a condition incident to its incorporation, the Crown ought not for the sake of a few individuals to be restrained from exercising its prerogative in granting a new Constitution for the benefit of the inhabitants of the place, whose interest the Crown had in view in the original incorporation. This Corporation was in that state at the time of the new Charter—it could not continue its own existence, nor do any corporate act,—then what should in law or reason prevent the Crown from interposing? But it has been intended that the old Corporation was not dissolved, because some of the natural members were in existence, and that there cannot be two Corporations at one time in the same place with co-extensive powers. I admit the latter part of the position to be true, namely, that there cannot be two such effective Corporations in the same place, for instead of good order that would only be productive of anarchy; but I deny the former position, for I say when the old Corporation was reduced to such a state as to be incapable of continuing its existence, and of doing any corporate act, it was extinct as a body corporate."

169. Then according to that, the Crown can establish new trusts? In this particular case it can; the present case of the Church and School Lands is not identical with that of the King *v.* Passmore, because the Corporation there is appointed to the purpose of keeping good order within the limits of the town in which it is established; here there are certain specific terms. Under this Charter of Incorporation it may be a question whether the Crown now has a right to alter the destination for which these lands were originally granted.

170. You think it doubtful if the proceeds of the land derived from rents and sales of land, can be lawfully devoted to other purposes than those set out in the original Charter? Very doubtful, I think it cannot; the Crown is in the place of the trustee, and the trusts continue.

171. You are of opinion from the original Charter that the Corporation was established for the benefit of the Church of England exclusively? Certainly.

172. Do you know how the proceeds of this land have been applied? I do not know; the papers have not come under my notice.

173. It is a fact that they have been distributed among the various denominations—it appears from the evidence that Schedule C has been supplemented to the extent of five-sevenths of the net proceeds of these lands, for some years past—then according to your view of the law of the case such a distribution was illegal? Assuming the facts to be as you state, I think so.

174. *By Mr. Black:* Do you not think that that such a departure from the original Charter renders it legal? I think not. I think the Crown is bound by the trust, and however illegally it may have acted, and however long, it will not alter the matter; mere prescription will not make an illegal act legal. I may mention that some persons have entertained the opinion that the King cannot be a trustee. I find, after looking at the authorities, he can be. You can easily proceed against an ordinary trustee in a Court of Chancery by a subpoena, but you cannot compel the King to perform his trust; but this does not prevent him from acting as a trustee. It is laid down in one of the best law books on the subject (Lewin on Trusts) that the King can be a trustee.

175. *By Mr. Murray:* Is there any peculiarity in the trusts the Crown can exercise? The Crown can exercise any trust for any purposes general.

176. Can the Crown be a trustee for any purposes whatever? Not for an illegal purpose, but I am not aware of any limitation.

177. *By Mr. Parkes:* Has that been decided in a late case? I find it in "Sanders, on Uses and Trusts," 5th edition, 1844. I may, perhaps, read a short passage as this is an uncommon point. I may mention this is considered to be the best essay on trusts. He says in page 388—"The modern exercise of trusts differs, perhaps, in no instance so essentially from the system of uses as in the construction of Courts of Equity under the capacity or liability of persons to act as trustees. Formerly we have seen that the intention of the parties has been frequently frustrated by the rigid adherence of the Court of Chancery to the technical scruples of the common law, for uses were considered as annexed to the estate of the feoffees in the land, and not to the land itself. Against the notion of an use attaching upon the land we find the following curious arguments:—"It is absurd to say that confidence and trust can be reposed in land, which wants sense, and which, in regard to sense, is inferior to brute beasts; and it would not be less absurd to say that beasts may be trusted who have sense and want reason, than land, which wants also sense and reason, should be trusted." But, notwithstanding the force of this grave argument, the Courts of Equity in their later times

"times have said that a trust shall never fail on account of the disability or non-appointment of a trustee, because they hold that the trust of property created will fasten upon and attach to the land intended to be made subject to it. The King or a corporate body may be a trustee, and where an estate was devised to the separate use of a *feme covert* without the intervention of trustees, it was determined that the husband should be trustee for his wife. So in the case, where a devise to a Corporation (in trust, was void by the late statute of mortmain, the Court decreed that the heir-at-law of the devisor should be a trustee for the purposes of his will." That is the statement of the law in the best book we have on the subject. In the most recent book—Lewin on trusts (3rd edition, p. 30)—is the following passage:—"The Sovereign may sustain the character of a trustee so far as regards the capacity to take the estate and to execute the trust, but great doubts have been entertained whether the subject can, by any legal process, enforce the performance of the trust." The right of the *cestui que* trust is sufficiently clear, but the defect was in the remedy. The Court of Chancery has no jurisdiction over the King's conscience, for that is a power delegated by the King to the Chancellor to exercise the King's equitable authority betwixt subject and subject. The Court of Exchequer has, in its character as a court of revenue, an especial superintendence over royal property, and it has been thought that, through that channel, a *cestui que* trust might indirectly obtain the relief to which, on the general principles of equity, he is confessedly entitled.

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178. *By Mr. Murray*: Then there is great doubt whether the trust can be exercised? Yes.
179. Does it not seem a fatal objection to a trust being exercised by the Crown? No. I will answer your remark by the concluding passage from this book,—“And in a recent case it was decided that, though the Court of Exchequer cover decree, the possessor of the property according to the equitable title, it had no jurisdiction to direct the Crown to convey the legal estate. The subject may undoubtedly appeal to the Sovereign by presenting a petition of right, and it cannot be supposed that the fountain of justice would not do justice.” Therefore, from that and other authorities, I think the Crown may be a trustee; it is so stated in the best law books we have; the difficulty is merely in case the Crown does not exercise it; the subject can only appeal by petition; he cannot compel the Crown to execute the trust.

180. Will you please look at the despatch of Sir R. Bourke, dated 30th September, 1853, to the Honorable E. G. Stanley, Secretary of State for the Colonies? That would be after the intelligence arrived that the Corporation had been dissolved.

181. It says, does it not,—“That the three schools thus described now are, and will, in all probability, continue to be exclusively for the Church of England—they may be supported, and the orphan schools extended by means of the income which will, at no great distance of time, be derived from the lands granted under Seal to the Church and School Corporation, and which on its demolition became, by the terms of the Charter, vested in the Crown, to be disposed of by His Majesty, his heirs, and successors, in such manner as shall appear most conducive to the maintenance and promotion of religion, and the education of the youth of the Colony. Under these terms the income of the lands may be applied to the support of any of the churches referred to in this despatch”? Yes.

182. This despatch, if you look over it, refers to the churches and schools of all denominations, English, Scotch, and Roman Catholic? This appears to have been written without his being aware of the legal difficulty that exists at the present moment.

183. The Charter dissolving the Corporation is dated 4th February, 1833,—Sir Richard Bourke wrote this despatch in September, in the same year;—according to your opinion, Sir Richard Bourke in acting as he then mentions was incorrect? I presume the lands were granted.

184. *By Mr. Murray*: Yes? I may mention that the 38th clause seems to put the matter beyond all doubt. I read the first line of the recital of the Charter of Incorporation and couple that with the last clause, and one can only form the opinion I have arrived at.

185. *By Mr. Rotton*: That is that the proceeds cannot be appropriated for any other purpose? Yes; the last clause says, “when and so soon as the several purposes and objects aforesaid shall have been fully and effectually performed and carried into execution, and when provision shall have been made for the religious instruction and education in the principles of the Church of England, of the whole of the inhabitants of the said Colony, it shall and may be lawful for us, our heirs and successors, to direct and provide for the manner in which the several uses and purposes, upon or towards which such part of the lands so to be granted to the said Corporation as aforesaid, shall be held and applied as may not be wanting to carry into effect the several purposes before mentioned.”

186. *By Mr. Wilson*: Does not the 38th clause also provide—if the 36th is not operated upon the lands revert to the Crown? I think the intention of both is the same, in considering an instrument we must give effect to every part of it. The 38th clause contemplates the existence of lands which are not necessary for the purpose of carrying into effect the object contemplated by the Charter; it reserves power to the Crown, which the Crown might, perhaps, have had by implication, the power to dictate the uses and provide for the manner in which the extra lands shall be applied to the uses to which they may be subject.

187. *By Mr. Murray*: That appropriation was only to take place when the whole of the inhabitants of the Colony were properly instructed in the principles of the Church of England? Yes, but it does not say at what time. I apprehend that would not take place till doomsday, because the inhabitants of the Colony are always on the increase—growing up from day to day.

188. *By Mr. Wilson*: Look at last paper, page 23, near the bottom—even at that time a portion of the land granted near the shore of Botany Bay had been resumed, and you think

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that land was legally resumed? I can hardly give a direct answer to that question. I am not aware when this question was first raised. Mr. Darvall told me this morning he gave the case the greatest consideration in 1856; but I found, on talking with him, that independently of, and without knowing his opinion, I had arrived at the same conclusion as he did after careful research.

189. *By Mr. Murray:* Do you think the Constitution Act, by which the whole of the territory was conveyed to the control of the Legislature of the Colony, would affect this question at all —? Would you allow me to look at the clause of the Constitution Act, I think the words are, "The whole of the waste lands of the Crown." I cannot lay my hand on it at this moment, I think it is in a previous Act.

190. Supposing the revenue derived from these Church and School Lands are still subject to the trusts originally contemplated, how ought the proceeds to be appropriated? They ought to be appropriated if the trust subsists, according to the terms of the original Charter.

191. By the Crown? By the Crown.

192. Without the interference of Parliament? That is a difficult question involving various considerations as to the position of the Crown and the lands of this Colony.

193. Look at this deed of grant,—is it in strict accordance with the Charter of Incorporation? It appears to me it is a grant to trustees to hold subject to rules and regulations; I may mention that there is a quit-rent reserved, and certain exceptions from the grant, such as mines and quarries, reservations which clearly shew there is a reservation to the Crown.

194. But a limited reservation? Yes.

195. Do you understand from that grant that it was given exclusively for purposes appertaining to the Church of England? I think so, in this manner,—it is given subject to the rules and regulations under the Charter. It is granted to the Corporation for the purposes for which it is incorporated.

196. Well, these grants having been granted on these conditions, is it competent for the Crown to vary these conditions so as to apply the grants of land to other purposes than the education in the doctrines of the Church of England? I am inclined to think not, except by the consent of Parliament; a person cannot derogate from his own grant; I do not think that in this or any other instance, a party having granted the trust can alter it in derogation of his grant, in other words, to the detriment of the parties to whom it is granted.

197. *By Mr. Morris:* Are you aware that by the 25th Act of Union the Church of England is established within the Kingdoms of England, Ireland, the domain of Wales, and the town of Berwick-upon-Tweed. Yes.

198. And the Church of Scotland established in Scotland; and by the fourth article of Union there is a communication of all rights, privileges, and advantages which do or may belong to the subjects of either Kingdom? Yes.

199. Was it possible for the Crown, legally, to grant to the Church of England exclusively, the rights and privileges set forth in the Charter of Incorporation referred to, by which the whole of the youth of the country is to be brought up in the doctrines and religion of the Church of England? That point is presented to me for the first time; I think it deserves much consideration, because if this article is applicable to this Colony—if the argument be pushed to its full extent—it would invalidate the grant of every single acre. I think there would be great difficulty if this were so, because, take this case;—supposing when this Charter of Incorporation was issued there were no Scotch persons in this Colony, the Charter would be good; supposing one Scotchman were in the country even though he landed only the day before the Charter would be bad. It would involve the necessity of inquiring whether there was one Scotchman here at one particular moment. I do not like to give an opinion one way or the other.

200. Do I understand this point was decided in Canada? Yes; it was the line of argument taken.

201. With effect? Yes

202. *By Mr. Rotton:* Do you think that Sir Richard Bourke's Church Act in any way affects this matter? I should like to see it before I answer the question.

203. You stated, just now, that in the event of the Corporation failing to fulfil its duties, it would become defunct, the whole affair would be inoperative, the Charter would become defunct as it were? I did not go to that extent; I think the trust created by the Charter would subsist, the land reverting to the persons by whom it was granted, which would be in this case to the Queen.

204. The first Corporation appears to have been abolished, and in its stead certain Commissioners appointed, and power is given to the Governor to supply any vacancies which may from time to time occur in the commission by the death, resignation, suspension, removal, incapacity, or absence from the Colony of any of the members thereof;—if the Governor has never acted on that authority, and there really is no Corporation or Commission for the management of these lands, what is to be the effect? I think, as I read it, the matter is thus—new Commissioners were appointed in lieu of numerous persons forming trustees,—that does not alter the Corporation. These Letters Patent of 1 January, 1831, appointed these Commissioners in accordance with the power reserved to the Crown in one of the clauses of the Charter; it does not alter the Corporation at all, the body corporate still exists, the individuals designated in the first clause of the Charter are removed, and others substituted, but that does not alter the character of the original Corporation, it is only saying that five persons shall be the parties instead of numerous persons mentioned in the first clause. I cited a case to shew that the Judges of England have held that when a Corporation failed to perform the duties for which it was incorporated it became defunct. That I cited to shew that the Corporation may be defunct when the object of its institution no longer exists. The Crown has but the power where there is no Corporation of forming a new one; in this case, there are com-
missioners

missioners appointed to perform the acts of the trustees. Two years after the Corporation was abolished, the legal result of which was the trustees no longer exist, but I think the Crown would be bound, in the abolition of the trustees, to take the trusts as they existed in the Charter of Incorporation.

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205. It is a fact there has been no trustee, the Governor has not appointed fresh ones, and there has not in fact for some years been a trustee,—would that have the effect of compelling the whole trusts to revert to the Crown? I hardly like to answer that question without further information. I see power is given by the 7th clause of the Charter of Incorporation to make by-laws; if those had been duly made the Crown would still be bound by them. I see by the 17th clause the Corporation have power to grant leases, the Crown would still be bound by their leases just as an ordinary individual.

206. Supposing the trust had reverted to the Crown, which I think, from the opinions you have given, there can be little doubt of, what would be the effect of our last Constitution Act with reference to these lands, wherein it states the whole of the lands of the Colony are handed over to the Colonial Parliament? I forget whether the terms of that Act are the waste lands, or all the lands of the Colony. I think it says all unalienated land shall be waste land; if it says so, it would not comprise these, as they are alienated lands.

207. How is that, when only a small portion has been granted? I understood the whole had been granted.

208. You are clearly of opinion that, looking at the grant, these lands are still held in trust? By somebody.

209. And if held in trust, are held for all the purposes specified in the grants? Yes; provided they have not been altered by the regulations made in accordance with the power given to the Crown.

210. How should those regulations be issued in the manner provided by the Charter of Incorporation—by the 37th clause? Yes; but the inclination of my opinion is, that that power could not be exercised after the Corporation had ceased to exist.

211. You see no reference to any such alteration in the proclamation of the King in Council, of 4th February, 1833? None at all. I may read three lines of a case which came before Lord Ruper Henley and the Eight Judges 100 years ago (*Burgess v. Wheate*, 1 William Blackstone's Rep. 123, and Eden's Rep. 255.) In 1718 Mrs. Harding conveyed property to trustees, in trust for herself, her heirs and assigns, and uses, as she might appoint. She died without executing that power of appointment, and without heirs. Thus *ex parte paternita*, therefore, the property escheated to the Crown. The question arose whether the trustees could by that accident take the property to themselves, or whether it was escheated to the Crown. This case came on before Lord Ruper Henley, Lord Mansfield, and Sir T. Clarke, Master of the Rolls. The whole subject of escheats to the Crown, and rights of the Crown, as against trustees, was fully discussed. The Court decided in favor of the trustee. There is one short passage in the report to which I would call the attention of the Committee; it is in the first volume of Sir William Blackstone's Reports. Lord Ruper Henley says, p. 179—"But I don't know it has been determined that it shall escheat discharged of the trusts; I shall give no positive opinion upon it. So far I may say, unless a trust can be distinguished from an use the most learned Judges say the right comes as a reversion failing heirs, and that the time of escheating is when there is a want of a tenant, the right of the lord being paramount the trust cannot be effected by it." "But possibly there might be an equity in the other case against the lord, for if trustee died without heir, and the lord had the estate, this Court might say you shall hold to compensate yourself for your rent and services, but we will embrace the rest for the *cestui que* trust." He goes on to add—"Two centuries have passed since uses and trusts have been admitted, and I cannot find a doctrine that the Crown shall have an escheat of a trust, but I find in other books the contrary, and by one of the most learned Judges that ever adorned the profession." (Hall, 247.)

ADDENDUM.

Since I gave the above evidence before the Committee I have perused the opinions given by Mr. Manning and Mr. Darvall, when Attorney and Solicitor Generals, in December, 1856, and find that I arrived at precisely the same opinion as they had previously done.

In addition, I have seen the opinions given by Mr. Plunkett and Mr. Manning, in 1846, to the effect that these lands are not "waste lands." It appears, too, that Mr. Wise has given an opinion in accordance with those I have above-mentioned, but I have not had an opportunity of seeing it.

These various opinions, and the reasoning on which they are founded, tend to strengthen that pronounced by me before the Committee.

I have carefully perused an elaborate opinion given by Mr. Lutwyche, when Solicitor General in 1857, in which he arrives at the conclusion that the lands in question are "waste lands", and that the trusts no longer exist; but notwithstanding such opinion was shared by Mr. Martin, the Attorney General, who, however, does not appear to have given any written opinion on the matter, though pressed by his colleague so to do, I think the reasoning on which Mr. Lutwyche's opinion was founded extremely faulty, as nothing therein stated at all shakes my belief that the views I present to the Committee are correct.

Crown Law Offices,
19 October, 1859.

L. H. BAYLEY,
Attorney General.

TUESDAY,

TUESDAY, 20 DECEMBER, 1859.

Present:—

Mr. CLEMENTS,
Mr. MURRAY,
Mr. PARKES,

Mr. PLUNKETT,
Mr. ROTTON,
Mr. WILSON.

THE HON. TERENCE AUBREY MURRAY, Esq., IN THE CHAIR.

William Edwin Plunkett, Esq., called in and examined:—

- W.E.Plunkett Esq. 216. *By the Chairman:* You are Secretary to the Crown Law Officers? Yes.
217. You have been summoned to give evidence here to-day? I have.
20 Dec., 1859. 218. Have you been requested to produce any opinions given by the Crown Law Officers upon any subject? I have brought some papers here, notice of motion for the production of which was given by the present Attorney General, Mr. Wise, prior to his taking office; since his appointment he has not, however, proceeded further in the matter, as he has access to the papers by virtue of his office. The papers have not therefore been laid upon the Table of the Council.
219. Have you these opinions with you? I have.
220. Will you hand them in? Yes. (*The witness handed in the same. Vide Appendix.*)
221. Will you state whose opinions they are? There is an opinion of the 1st December, 1846, of Messrs. Plunkett and Manning; a letter referring to an opinion given on the 2nd October, 1856, by Messrs. Martin and Lutwyche; there is also an opinion of Mr., now Sir William, Manning, 17th December, 1856; there is likewise an opinion of Mr. Darvall of the same date, 17th December, 1856; there is an opinion of Mr. Wise, when Solicitor General, dated 7th July, 1857; the opinion of Mr. Lutwyche, dated 16th November, 1857; and a further opinion, 17th December, 1857. Here are two forms of lease, one for ninety-nine years, and the other for twenty-one years. (*The witness handed in the same.*) No leases for Church and School Lands have been issued for some time past, it being the opinion of the law officers, Messrs. Martin and Lutwyche, that they are waste lands of the Crown, and, as such, cannot be leased.

APPENDIX A.

*Attorney General's Office,
1 December, 1846.*

Sir,

With reference to the letter of the Agent for the Church and School Lands; dated 22nd September, 1846, respecting the leasing of those lands, which letter His Excellency the Governor was pleased to refer to us for our report thereon,

We have the honor to state that we have carefully examined the letters patent, incorporating "the trustees of the Clergy and School Lands;" copies of the grants to that Corporation; the Secretary of State's Despatches of 25th May, 1829, and 19th June, 1830, together with the King's instructions enclosed in the latter despatch, for altering the management of the affairs of the Corporation; the Order in Council revoking the above letters patent; and the Colonial Act of 5 William IV., No. 11; and the Imperial Act of 5 and 6 Vict., cap. 36; and that we are of opinion that the lands originally granted to the late Corporation and resumed by the Crown upon its dissolution are not "waste lands" of the Crown within the meaning of the Crown Land Sales Act, by reason of their having been "dedicated and set apart for a public use," and that consequently they may be leased in the same manner as previously to the passing of that Act.

We have, &c.,

J. H. PLUNKETT,
Attorney General.

W. M. MANNING,
Solicitor General.

The Honorable
The Colonial Secretary.

APPENDIX B.

(No. 56-155.)

*Attorney General's Office,
Sydney, 2 October, 1856.*

Sir,

In reply to your letter of the 27th ultimo, covering papers respecting the Church and School Lands at Blaney, we have the honor to state that we think, for the reasons assigned by us in detail in the accompanying communication, that the village of Blaney, being part of the Clergy and School Estates, is a portion of the waste lands of the Crown.

2. It may, therefore, be sold, but cannot be leased.

We have, &c.,

JAMES MARTIN,
Attorney General.

ALFRED P. LUTWYCHE,
Solicitor General.

The Honorable
The Colonial Secretary.

APPENDIX

APPENDIX C.

(No. 56-156.)

Attorney General's Office,
Sydney, 2 October, 1856.

W.E. Plunkett
Esq.
20 Dec., 1859.

Sir,

In reply to your letters of the 4th and 25th ultimo, requesting opinion respecting Leases of Church and School Estates, we have the honor to state that we think for the reasons assigned in detail in an accompanying communication that the Church and School Estates form a portion of the waste lands of the Crown, and therefore may be sold, but cannot be leased.

Enclosure in
letter 4th here-
with.

We have, &c.,

JAMES MARTIN,

Attorney General.

ALFRED P. LUTWYCHE,

Solicitor General.

The Honorable
The Colonial Secretary.

APPENDIX D.

(No. 56-157.)

Attorney General's Office,
Sydney, 2 October, 1856.

Sir,

Referring to a letter addressed from your office on the 26th February last, No. 173, to the Crown Law Officers, and enclosing the copy of a letter dated 14th of February, from the Acting Auditor General, we have the honor to make the following report for the information of His Excellency the Governor General.

1. The Church and School Lands, comprehending nearly 450,000 acres, appear to have been granted to a Corporation created by Royal Charter in 1826, in order "to make provision for the maintenance of religion and the education of youth in the Colony of New South Wales."

2. In 1833 the Corporation was dissolved, under a power reserved in the Charter, by an Order in Council dated on the 4th February in that year.

3. On the 5th August, 1834, an Act of Council (5 Will. IV., No. 11) was passed for regulating the affairs of the late Corporation, and to secure to purchasers their titles to lands purchased by them from the said Corporation. The preamble of that Act recites, that on the dissolution of the Corporation all the lands vested in the said Corporation reverted and became absolutely vested in the Crown, but contains no provisions for carrying out the trusts for which the Corporation was created.

4. Apparently, however, upon the ground that the Crown, although it could not be a trustee in a strictly legal sense for any one, was yet a trustee in public policy for the maintenance of religion and the education of youth, the Government of the day seems to have considered that the lands in question ought to be reserved for those objects.

5. No systematic plan appears to have been adopted to form to advantage the estate until 1841, when a scheme was approved of for granting leases for seven, fourteen, and twenty-one years.

6. On the 22nd June, 1842, an Imperial Act (5 and 6 Viet., cap. 36) was passed for regulating the sale of waste land belonging to the Crown in the Australian Colonies. The 23rd section of that Act defines the words "waste lands" to mean lands "which now are or shall hereafter be vested in Her Majesty, and which have not been dedicated or set apart for some public use."

7. In 1843, the scheme of granting leases for terms of seven, fourteen, and twenty-one years was abandoned, upon the supposition that the lands originally granted to the Corporation had, by its dissolution, become absolutely vested in the Crown, and that consequently they were "waste lands" within the meaning of the Statute last referred to.

8. The matter having been referred to the Law Officers, the late Attorney and Solicitor General, Mr. Plunkett and Mr. Manning, on 1st December, 1846, gave a joint opinion that the lands in question were not "waste lands" within the meaning of the Act 5 and 6 Viet., cap. 36, upon the ground that they had been "dedicated and set apart for a public use."

9. We regret that we are unable to concur in that opinion. We think that the 3rd section of the Act clearly shows what the Imperial Parliament contemplated by lands "dedicated and set apart for a public use." That section excepts from the operation of the Act lands required for public uses, and specifies "such lands as may be required for public roads or other internal communications, whether by land or water, or for the use or benefit of the aboriginal inhabitants of the country, or for purposes of military defence, or as the sites of places of public worship, schools, or other public buildings, or as places for the interment of the dead, or places for the recreation and amusement of the inhabitants of any town or village, or as the sites of public quays or landing places on the sea coast or shores of navigable streams, or for any other purpose of public safety, convenience, health, or enjoyment."

The words which are underlined can only be construed according to the rules laid down for the interpretation of statutes to purposes of the same kind as those previously enumerated; and we are of opinion, that the maintenance of religion, and the education of youth, are not purposes which the Imperial Parliament had in view by that section.

10. We are fortified in the opinion above expressed, by observing that the late Attorney-General, Mr. Manning, in a Memorandum dated 17th June last, suggests that there may possibly be ground for dissent from the opinion of Mr. Plunkett and himself, dated 1st December, 1846.

11. As we think that the lands in question were absolutely vested in the Crown at the time of the passing of the Act 5 and 6 Vic., cap. 36, it follows, that all revenue, derived from the Clergy and School Estates, forms a portion of the Consolidated Revenue Fund, which, under section 47 of the Constitution Act, includes all territorial revenues of the Crown, and must be accounted for to the Legislature of the Colony.

12. We are of opinion, that it will be necessary to introduce a Bill into the Legislature, to carry out, in a legal manner, any of the objects to which the income derived from the lands in question has hitherto been applied.

The Honorable
The Colonial Secretary.

We have, &c.,

JAMES MARTIN.

ALFRED P. LUTWYCHE.

APPENDIX E.

OPINION of the Honorable W. M. Manning, Attorney General, respecting mode of accounting for the Church and School Estates since Proclamation of the New Constitution Act.

I ENTIRELY concur in the opinion given by the Solicitor General (Mr. Darvall), which confirms, as will be seen, that given by the late Attorney General, Mr. Plunkett, and myself, as Solicitor General, on 6th December, 1846, and is opposed to that lately given by Mr. Martin and Mr. Lutwyche, whilst Attorney and Solicitor General.

2. Upon minute examination of the documents and Acts of Council bearing upon the question many further arguments suggest themselves, which support the result at which he has arrived; of these I will only mention the following:—

The Act of 5 Gul. IV., instead of declaring that the lands and other property of the late Corporation shall be dealt with as ordinary lands and property of the Crown, makes special provisions for their management by the Governor and by an agent to be appointed expressly for that purpose. This implies that these lands and property were not to be regarded as being identical in tenure and destination with the lands and property absolutely vested in the Crown for general public uses. The provisions in question even go the length of giving to the agent the powers of a bailiff for preventing intrusion, &c., "in respect of "lands of the said Corporation which are now vested in Her Majesty;" although the Legislature had in the immediately preceding year provided "for the protection of the "Crown Lands" of the Colony," by authorising the appointment of commissioners, and giving to such commissioners powers *in respect of Crown Lands*, precisely similar to those so given to the agent of the Church and School Lands. Had the lands been regarded as "Crown "Lands" in the general sense of the term, the Legislature would have left them, in common with other lands, to the protection of the commissioners. It is also to be observed that, although the term "Crown Lands" had a known and recognised meaning, and had been adopted by the Legislature in the Act 4th Gul. IV., No. 10, it is entirely avoided in the Act for regulating the affairs of the Corporation.

W. M. MANNING,

Attorney General.

17 December, 1856.

APPENDIX F.

OPINION of the Honorable the Solicitor General, J. B. Darvall, respecting mode of accounting for Revenue of Church and School Lands since Proclamation of New Constitution Act.

THE Church and School Lands were granted by the Crown to a Corporation, which was created by Charter on the 9th March, 1826, and called, "The Trustees of the Clergy and "School Lands in the Colony of New South Wales," with powers to hold, let, sell, cultivate, mortgage, &c., &c.

2. By the 36th clause of this Charter the Crown was empowered to *dissolve the Corporation* if it should seem expedient, and therefore the land was to revert to, and become absolutely vested in, the Crown (subject to existing contracts or mortgages, &c., &c.), "To be held, applied, and disposed of by the Crown in such a manner as to the Crown "should appear most conducive to the maintenance and promotion of religion and the education of youth in the Colony."

3. By the contemplated exercise of this power the Charter seems to me to have intended the destruction of the Corporation, but the preservation of the trusts, and that the lands should vest in the Crown not as absolute owner, but as trustee for a particular purpose consistently with the original dedication of the land.

4. The King can, I apprehend, be a trustee of lands, although he cannot be compelled to execute the trusts, and that, by the due exercise of the powers in the Charter, the land would vest in the Crown as trustee.

5. On the 1st January, 1831, under a power in the Charter to alter the management of the estate, commissioners were appointed to supersede the trustees in the management of the lands, which, however, still remained vested in the trustees. I assume that the commissioners acted.

6. On the 4th February, 1833, the power of dissolution was exercised, and the Corporation was dissolved in terms of the Charter provisions, which did not go to the abolition of the trust. By this dissolution the land vested in the Crown, not, in my judgment,

ment, as absolute owner, but as trustee, and the land remained, I think, subject to the trusts before alluded to.

7. On 5th August, 1834, the 5th and 6th Will. IV., No. 11, was passed *inter alia* to regulate the affairs of the late Corporation, the recital of that Act shews that the intention of the Legislature was to enable the Governor justly to carry out the then existing contracts of the Corporation, and only recites so much of the effect of the dissolution as is relevant to that object. The Act then proceeds to vest in the Crown all debts, mortgages, stock, &c., of the Corporation which had not so vested by the operation of the Order in Council dissolving the Corporation, and although the words used in the Act might be large enough to include the lands of the Corporation which had already vested in the Crown, and although the words in the Act seem to declare that stock, debts, mortgages, &c., had already vested in the Crown, which I think had not before the Act so vested still the Act does not seem to me to affect the lands granted to the Corporation, because they had already vested in the Crown, and I think the Legislature only intended to do what was necessary, viz, to vest in the Crown stock, mortgages, &c., which had not by the operation of the dissolution vested in the Crown. I think, therefore, that this Act did not disturb the trusteeship of the Crown which was previously created, but only cast additional duties on the Crown, and transferred to it additional property.

8. On the 22nd June, 1842, the 5th and 6th Vict., cap. 36, was passed, *for regulating the sale of the waste lands of the Crown*. The 3rd section of this Act gives a certain prospective power of reserving lands for certain purposes, "or for any other purposes of public safety, convenience, health, or enjoyment."

9. The 23rd section defines waste lands to be "lands vested in the Crown," (that is, absolutely vested and not held in trust) and which had not been already granted, or lawfully granted to any person or persons in fee simple or for an estate of freehold, or for a term of years, and which had not been dedicated or set apart for any public use.

10. If the lands in question had been waste lands, I should think that the reserving power in sect. 3 would not justify their reservation as Church and School Lands; but to bring the lands within the operation of that Act or of the Constitution Act, they must be waste lands.

I think they are not waste lands, and that even if they do not fall within the description of lands *which have been already granted*, still they have been set apart for a public use, and for that use are now held by the Crown in trust.

11. The term public use is not, in my opinion, to be limited to the class of cases defined by the 3rd section. It follows, therefore, that in my opinion the moneys and lands are not a part of the Consolidated Revenue of the Colony.

J. B. DARVALL,
Solicitor General.

17 December, 1856.

APPENDIX G.

OPINION of the Honorable Edward Wise, Solicitor General, respecting the mode of accounting for Revenue and Expenditure of the Clergy and School Estates.

I HAVE perused the several opinions herein, and I agree with Messrs. Plunkett, Manning, and Darvall, that the lands in question are not waste lands within the 5th and 6th Vic., cap. 36.

Had the question been put, prior to that Act,—Are these lands dedicated and set apart for some public use? I cannot doubt that the answer would have been in the affirmative; and if so, what is there in that Act to alter their character? The definition in section 23 is altogether independent of the powers given by section 2 to dispose of waste lands otherwise than by sale in future; and I do not think that the powers given by section 2 can limit the wider meaning of the words in the 25th section.

This opinion is supported, I think, by the 5th and 6th Vic., cap. 36, section 20, which enacts, "that nothing therein contained shall effect or be construed to effect any contract, or to prevent the fulfilment of any promise or engagement made by or on behalf of Her Majesty with respect to any lands situate in any of the said colonies in cases where such contracts promises or engagements shall have been lawfully made before the time at which this Act shall take effect in any such colony."

Now the original charter provided, "that the lands which should revert to the Crown should be held, applied, and disposed of by the Crown in such manner as to the Crown should appear most conducive to the maintenance and promotion of religion and the education of youth in the colony." It might, therefore, be held, without any strained construction, that there was a promise or engagement with respect to Church and School Lands, which would exclude them from the operation of the Act.

A further argument in support of this view is, I think, derived from the circumstance that the Orphan School Estates were, by virtue of the 7th George IV., No. 4, vested in the Corporation (Clergy and School Trustees,) at the time of its dissolution. And if the words waste lands include the latter, it would necessarily follow that they would include the former, which would be such an act of gross injustice, that nothing but the clearest enactment could legalize.

On the whole, therefore, my opinion is, that the Church and School Lands are not "Waste Lands," within the 5th and 6th Vic., section 36.

E. WISE,
Solicitor-General.

7 July, 1857.

APPENDIX H.

In the matter of the mode of accounting for the Revenue and Expenditure of the Clergy and School Estates.

Copy.—Opinion of Mr. Solicitor General Lutwyche.

1. I have perused, with the attention which the importance of the subject demands, the several opinions of Messrs. Darvall, Manning, and Wise on this matter; but, with all the respect which I entertain for the legal attainments and abilities of those gentlemen, I am bound to say that their reasoning has failed to convince me that the Clergy and School Estates are not waste lands of the Crown, and that I, therefore, still adhere to the opinion given by the present Attorney General and myself on the 2nd of October, 1856.

2. Mr. Darvall's opinion appears to be chiefly based upon the assumption that a trust and a power are, if not absolutely identical, so closely allied as to be convertible terms. I apprehend, however, that they are essentially distinct, and that a Court of Equity could not as against a Corporation—much less as against the Crown—enforce any particular mode of dealing with the lands in question under provisions similar to those of the 36th clause of the Charter. By the terms of that clause it was stipulated that if the Crown thought fit the Corporation should be dissolved, and that thereupon the land should revert to and become absolutely vested in the Crown (subject to existing contracts or mortgages), to be held, applied, and disposed of by the Crown *in such manner as to the Crown should appear most conducive* to the maintenance and promotion of religion and the education of youth in the Colony. Such a clause did not define and create a trust in its legal sense, which is the only sense in which jurists can deal with it, but conferred a discretionary power, the exercise of which no one could ever have called in question, even if it had been exerted to effect objects very remote indeed from the maintenance and promotion of religion and the education of youth in the Colony.

3. The instances in which the Queen may be a trustee of lands, though even then she would not be compellable to execute the trusts, seem to be confined to cases in which she takes land derivatively, as by descent, or by forfeiture from a trustee. She is also considered to be a *quasi* trustee in the case of a lunatic. But the general rule of law is, that the Crown cannot be a trustee for any one, and I think that this rule applies with peculiar force to lands which *revert* to the Crown on the dissolution of a Corporation, because it has failed to carry out the objects for which it was created.

4. I think that the 3rd and the 23rd clauses of the Act 5 and 6 Vic., cap. 36, must be read and construed together in order to give effect to the other portions of the Act. The preamble recites the expediency of establishing an uniform system of disposing of the *waste* lands of the Crown. The second section enacts that no such lands shall be alienated except by sale, and the third section proceeds to except from the operation of the preceding clause lands required for public uses. Among these it specifies *sites* of places of public worship or schools, and by that very specification excludes, in accordance with a well known rule of construction, lands which may be required as an *endowment* for such places of public worship or schools, when built. The words "set apart for some public use" in the interpretation clause appear to be a compendious form of expressing the public uses enumerated in the 3rd section, for although the operation of that section is prospective, while the 25th section is retrospective in its effect, I shall be slow to believe that the Imperial Legislature meant to open up so wide a field for litigation as the larger construction, which Mr. Darvall has contended for, would present. It would be very difficult indeed to say what "*some public use*" would not include.

5. The Act 5 Wm. IV., No. 11, bears entirely upon matters arising out of the dealings of the lately dissolved Corporation, with the exception of the clause relating to the agent's authority; and I think that very little weight is due to the argument derived from his separate appointment. That might have been determined on simply as an administrative arrangement.

6. The 20th section of the Act 5 and 6 Vic., c. 36, does not seem to me to touch the present question. To or with whom has any promise, contract, or engagement been made or entered into since the dissolution of the Corporation? Doubtless a general impression and understanding prevailed that the revenues of the Church and School Estates would be applied for religious and educational purposes; but the question is whether a legal promise has been given by the Crown, since the Corporation was dissolved, to apply the revenues exclusively to those purposes. It has dealt with them in that manner, but there is no evidence of a formal engagement to that effect.

7. Upon the whole, therefore, I am of opinion that upon the dissolution of the Corporation the Church and School Estates vested absolutely in the Crown; that at the time of the passing of the Act 5 and 6 Vic., c. 36, these lands had neither been granted nor contracted to be granted to any person, and had not been set apart for any public use; that they were consequently then waste lands of the Crown; that as such they could only have been since legally alienated by way of sale, or by grant for some of the public uses specified in the 3rd section of that Act; and that all revenue derivable therefrom forms a portion, under the existing Constitution Act, of the Consolidated Revenue Fund.

ALFRED P. LUTWYCHE,
Solicitor General.

16 November, 1857.

APPENDIX I.

LEASES of Church and School Lands.

Copy.—Opinion of Mr. Solicitor General Lutwyche.

For the reasons detailed in my opinion of the 16th November instant, and in the joint opinion of the present Attorney General and myself of 2nd October, 1856, I think that the Church and School Estates are Waste Lands of the Crown, and as such cannot be leased.

ALFRED P. LUTWYCHE,
Solicitor General.

17 November, 1857.

APPENDIX J.

MEMO.

I hand in to the Committee two forms of lease,—one for 99 years and the other for 21 years.

I may add that no leases for Church and School Lands have been issued for some time past, it being the opinion of the Law Officers, Messrs. Martin and Lutwyche, that they are Waste Lands of the Crown, and, as such, cannot be leased.

S. B. W.

THIS INDENTURE made the _____ day of _____ in the Year of Our Lord One Thousand eight hundred and _____, between HER MOST GRACIOUS MAJESTY QUEEN VICTORIA, of the one part, and _____ of the other part.

WITNESSETH, that in consideration of the Sum of _____ now in hand paid to Us, being One year's Rent in advance, and of the Rent hereinafter reserved, WE of Our Special Grace, do Demise and lease unto the said _____ his Executors, Administrators and Assigns, Subject to the Conditions, Reservations, and Provisos hereinafter mentioned, ALL that Piece or Parcel of Land in Our said Territory, containing by Admeasurement _____ Acres, be the same more or less, situate in the County of _____ Parish of _____ being a portion of certain Lands formerly belonging to the late Corporation of the Trustees of the Clergy and School Lands,

with all the Rights and Appurtenances thereto belonging: TO HOLD the said Piece or Parcel of Land, hereby demised, unto the said _____ his Executors, Administrators, and Assigns, from the _____ day of _____ for and during, and unto the full end and Term of Ninety-nine years, from thence next ensuing, and fully to be complete and ended, determinable, nevertheless, as hereinafter mentioned: YIELDING AND PAYING therefore Yearly and every Year, during the said Term of Ninety-nine years, unto Us, Our Heirs or Successors, the clear Yearly Rent or Sum of _____ by even Half-yearly payments in advance, commencing on the _____ day of _____ now next, that is to say, on the _____ day of _____ and the _____ day of _____ in each and every year, during the said term.

AND the said _____ doth hereby for Himself, his Heirs, Executors, and Administrators, covenant with Her said MAJESTY QUEEN VICTORIA, Her Heirs and Successors, in manner following, that is to say; That he, the said _____ his Heirs, Executors, and Administrators, shall and will, during the Term hereby granted, well and truly pay, or cause to be paid, the said yearly Rent hereinbefore reserved, on the days and times and in manner hereinbefore appointed for the payment thereof; PROVIDED ALWAYS, that if the said Rent shall be, at any time unpaid for the space of Twenty days after the same shall become due, although no formal demand shall have been made thereof, it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or for the Agent for the time-being, of the said Church and School Lands, or for any person or persons authorised by Our said Governor, or by the said Agent in that behalf, to put an end to the Term hereby created, by a Notice to that effect in the NEW SOUTH WALES *Government Gazette*, or to re-enter upon the said Land or any part thereof, with its appurtenances, and thence to remove the said _____ his Executors, Administrators, and Assigns, and all Tenants and Occupiers of the said Land or any part thereof, and the Term hereby created, shall, in either of such cases, cease and be void to all intents and purposes; PROVIDED FURTHER, that it shall and may be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or for the Agent for the time-being of the said Church and School Lands, or for any other person or persons authorised by Our said Governor, or by the said Agent in that behalf, with or without Surveyors and workmen, twice or oftener in every year during the said Term, at all reasonable times in the day to enter and come into and upon the said Land and premises hereby demised, or any part thereof, and all buildings and erections which theretofore shall have been erected and placed thereon, to view such and see the state and condition of the same, and of all injuries, decays, defects, and wants of reparation and amendment, which upon every such view or views shall be found, to give or leave Notice or Warning in writing, at or upon the said demised premises, unto or for the said _____ his Executors, Administrators, and Assigns, to repair and amend the same within Three Calendar Months then

then next following, within which said time or space of Three Calendar Months next, after every such Notice or Warning shall be so given, or left as aforesaid, he the said for Himself, his Heirs, Executors, Administrators and Assigns, doth hereby Covenant, Promise, and Agree, to and with Us, Our Heirs and Successors, to repair, remove, and amend all such injuries, decays, defects, and wants of reparation and amendment accordingly.

IN WITNESS WHEREOF, the Seal of the Territory of NEW SOUTH WALES, is affixed; and to the affixing whereof is witness Our Trusty and well-beloved Our Captain-General and Governor-in-Chief of Our said Territory; And the said Lessee hath set his Hand and Seal, the Day and Year aforesaid.

Signed, Sealed, and Delivered by the } (Signed) (L. S.)
 said in the presence of } (Signed) (L. S.)

ENTERED on Record by me, this day of One Thousand eight hundred and

COLONIAL SECRETARY AND REGISTRAR.

THIS INDENTURE made the day of in the Year of Our Lord One Thousand eight hundred and , between HER MOST GRACIOUS MAJESTY QUEEN VICTORIA, of the one part, and of the other part.

WITNESSETH, that in consideration of the Sum of now in hand paid to Us, being one year's Rent in advance, and of the Rent hereinafter reserved, We of our Special Grace do Demise and Lease unto the said his Executors, Administrators, and Assigns, Subject to the Conditions, Reservations, and Provisos hereinafter mentioned, ALL that Piece or Parcel of Land in Our said Territory, containing by Admeasurement Acres, be the same more or less, situate in the County of Parish of being a portion of certain Lands formerly belonging to the late Corporation of the Trustees of the Clergy and School Lands,

with all the Rights and Appurtenances thereto belonging, except and always reserved out of this demise, unto Us, Our Heirs and Successors, all such parts and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in over and through the same, to be set out by the Governor for the time being of Our said Territory, or some person by him authorised in that respect: And also all Stone and Gravel, and all other materials the produce of the said Land, which may be required at any time or times hereafter for the construction and repair of Ways and Bridges, and for Public Works, together with the right of taking and removing the same: And full power for the Governor for the time being of Our said Territory, or the said Agent for the time being of the said Church and School Lands, or other person in that behalf authorised by the said Governor, to resume and take possession of all and any part of the said Land, which may be required at any time or times hereafter for any Public Purposes whatsoever, the value of the interest of the Lessee or Lessees of the said Land not hereinbefore reserved, or for so much thereof as shall be so required, and of any building standing on the said required Land being paid by the Government to the party entitled thereto at a valuation paid by Arbitrators chosen as next hereinafter mentioned, in which valuation the value or benefit to accrue to the said party from any such Public Purpose shall be allowed by way of set-off; And it is hereby declared, that in every case of arbitration by virtue of the power hereinbefore reserved, for resuming the Land as shall be required as last aforesaid, one Arbitrator shall be chosen by the Governor for the time being of Our said Territory, or by the said Agent for the time-being of the said Church and School Lands, or other person in that behalf authorised as aforesaid, and one by the Lessee or Lessees of the said Land, which two Arbitrators before they proceed to the said Arbitration shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators, but if the said Lessee or Lessees shall refuse or neglect to chose an Arbitrator, on his, her, or their part, within One Calendar Month of being required so to do by Public Advertisement in the *Government Gazette* or otherwise, or if such Arbitrator being chosen shall refuse or neglect to act, and within One Calendar Month to determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, or the said Agent for the time-being of the said Church and School Lands, or other person in that behalf authorised as aforesaid, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned: And if any Umpire shall refuse or neglect to act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each party, or by the Governor of Our said Territory, or by the said Agent for the time-being of the said Church and School Lands, or other person in that behalf authorised as aforesaid, shall in every such case forthwith elect another Umpire in the same manner, for the same purpose, and subject to the same conditions as the Umpire first elected as aforesaid: TO HOLD the said Piece or Parcel of Land hereby demised (except and subject as aforesaid) unto the said his Executors,

Executors, Administrators, and Assigns, from the day of for and during and unto the full end and term of Ninety-nine years from thence next ensuing, and fully to be complete and ended, determinable, nevertheless, as hereinafter mentioned: YIELDING AND PAYING therefore yearly and every year, during the said term of Ninety-nine years, unto Us, Our Heirs and Successors, the clear yearly Rent or Sum of by even Half-yearly payments in advance, commencing on day of now next, that is to say, on the day of and the day of in each and every Year during the said Term: And the said doth hereby for Himself, his Heirs, Executors and Administrators, covenant with Her said MAJESTY QUEEN VICTORIA, Her Heirs and Successors, in manner following, that is to say; That he, the said his Heirs, Executors, and Administrators, shall and will during the Term hereby granted, well and truly pay or cause to be paid the said Yearly Rent hereinbefore reserved, on the days and times and in manner hereinbefore appointed for the payment thereof: PROVIDED ALWAYS, that if the said Rent shall be at any time unpaid for the space of Twenty days after the same shall become due, although no formal demand shall have been made thereof, it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or for the Agent for the time-being of the said Church and School Lands, or for any person or persons authorised by Our said Governor, or by the said Agent in that behalf, to put an end to the Term hereby created, by a Notice to that effect in the NEW SOUTH WALES *Government Gazette*, or to re-enter upon the said Land or any part thereof with its appurtenances, and thence to remove the said his Executors, Administrators, and Assigns, and all Tenants and Occupiers of the said Land, or any part thereof, and the Term hereby created, shall, in either of such cases, cease and be void to all intents and purposes: PROVIDED FURTHER, that it shall and may be lawful for Us, Our Heirs and Successors, by our Governor for the time-being of Our said Territory, or for the Agent for the time-being of the said Church and School Lands, or for any other person or persons authorised by Our said Governor, or by the said Agent in that behalf, with or without Surveyors and workmen, twice or oftener in every year during the said Term, at all reasonable times in the day to enter and come into and upon the said Land and Premises hereby demised, or any part thereof, and all buildings and erections which theretofore shall have been erected and placed thereon, to view, search, and see the state and condition of the same, and of all injuries, decays, defects, and wants of reparation and amendment, which upon every such view or views shall be found to give or leave Notice or Warning in writing, at or upon the said demised premises unto or for the said his Executors, Administrators, and Assigns, to repair and amend the same within Three Calendar Months then next following, within which said time or space of Three Calendar Months next, after every such Notice or Warning shall be so given, or left as aforesaid, he the said for Himself, his Heirs, Executors, Administrators, and Assigns, doth hereby covenant, promise, and agree, to and with Us, Our Heirs and Successors, to repair, remove, and amend all such injuries, decays, defects, and wants of reparation and amendment accordingly.

IN WITNESS WHEREOF, the Seal of the Territory of NEW SOUTH WALES is affixed; and to the affixing whereof is witness Our Trusty and Well-beloved
Our Captain-General and Governor-in-Chief of our said Territory;

And

the said Lessee hath set his Hand and Seal, the Day and Year aforesaid.

Signed, Sealed, and Delivered by the } (Signed) (L. S.)
said in the presence of } (Signed) (L. S.)

ENTERED on Record by me, this day of
One Thousand eight hundred and

COLONIAL SECRETARY AND REGISTRAR.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

GLEBES.

Ordered by the Legislative Assembly to be Printed, 2 May, 1860.

RETURN, in part, to an *Address* from the Honorable the Legislative Assembly of New South Wales to the Governor General, dated 22 February, 1860, praying that His Excellency would be pleased to cause to be laid upon the Table,—

“ (1.) A copy of the several Deeds of Grant issued to Trustees
“ for the maintenance of Glebes throughout the Colony.

“ (2.) A Return shewing the names of the persons to whom the
“ Lands so granted have been leased; the quantity demised in
“ each case; and the amount of annual rent reserved.

“ (3.) The total value of the lands granted for each Glebe
“ respectively.

“ (4.) How the revenue is appropriated.”

(*Mr. Hart.*)

GLEBES.

THE UNDER SECRETARY FOR LANDS to THE UNDER SECRETARY.

*Department of Lands,
Sydney, 25 April, 1860.*

SIR,

Referring to your letter of the 13th ultimo, I am directed to forward to you copies of the several Deeds of Grant of Glebes throughout the Colony issued to Trustees, including copies of certain grants appropriated to Chaplains for the time-being; with a request that you will have the goodness to obtain the further information respecting Glebes, called for by the Legislative Assembly, from the Lord Bishop of Sydney.

I have, &c.,

MICL. FITZPATRICK.

400 ACRES.

UNTO the Chaplain for the time-being of the Church of Saint Matthew, at Windsor, and unto his Successors the Chaplains for the time-being, four hundred acres of Glebe land, situate, lying, and being at Windsor, in the County of Cumberland; bounded on the south-east side by a line south thirty-four degrees west forty-two chains, commencing forty links west of Braithwait's south corner; on the south-west side by a line bearing west forty degrees north one hundred and two chains; on the north-west side by a line bearing east thirty-seven degrees north to Eazy's farm; and on the north-east side by that farm and Braithwait's farm. Quit-rent, eight shillings sterling.

In witness, &c., this 1st day of November, 1822.

THOS. BRISBANE.

Witnessed by—

ROB. CRAWFORD.

W. ELYARD, JUNR.

Entered upon record by me, this 2nd day of November, 1822.

F. GOULBURN,
Secretary and Registrar.

450 ACRES.

UNTO the Chaplain for the time-being of the Church of St. James, at Sydney, and unto his Successors the Chaplains for the time-being, four hundred and fifty acres of land, situate, lying, and being in the County of Cumberland and District of Liberty Plains; bounded on the east by part of Wilshire's farm, bearing north to Rose's farm, commencing on the Liverpool Road; on the north and north-east by Rose, Meredith, Webb, and Powell's farms, and a line north twenty degrees east twenty-three chains to the Sydney Road, and by that road to Fleming's side line; on the west by Fleming's farm, bearing south eighteen degrees west fifty-six chains twenty links, and a continued south line of forty-nine chains eighty links to a chain of ponds forming a branch of Cook's River; and on the south side by that chain of ponds to the bridge on the Liverpool Road, and by that road to Wilshire's farm. Quit-rent, nine shillings sterling.

In witness, &c., this 30th day of June, 1823.

THOS. BRISBANE.

Witnessed by—

ROB. CRAWFORD.

W. ELYARD, JUNR.

Entered upon record by me, this 30th day of June, 1823.

F. GOULBURN.

400 ACRES.

UNTO the Chaplain for the time-being of the Church of Saint Peter, at Campbelltown, and unto his Successors the Chaplains for the time-being, four hundred acres of land, situate, lying, and being in the County of Cumberland and District of Upper Minto; bounded on the south side by John Reddall's farm, bearing west seven degrees north eighty-two chains; on the west side by part of William Howe's farm, bearing north six degrees west forty-seven chains,

chains, and by Richards' and Jackson's farms; on the north side by a line east thirty-six and a-half degrees south ninety chains to a creek; and on the east side by the creek. Quit-rent, eight shillings sterling.

In witness, &c., this 30th day of June, 1823.

THOS. BRISBANE.

Witnessed by—

ROB. CRAWFORD.
W. ELYARD, JUNR.

Entered upon record by me, this 30th June, 1823.

F. GOULBURN,
Secretary and Registrar.

400 ACRES.

UNTO the Chaplain for the time-being of the Church of Saint Luke, at Liverpool, and unto his Successors the Chaplains for the time-being, four hundred acres of land, situate, lying, and being in the County of Cumberland and District of Minto; bounded on the west side by the school land, bearing south ninety-one chains forty links; on the south by a line east thirty-eight chains to the road leading to the Liverpool Common; on the east side by that road bearing north ten degrees east seventy-eight chains to the north-west corner of Bunker's farm; and thence by a line north thirty-four degrees west twenty-three chains forty-seven links to the Cabramatta Creek; and on the north side by that creek; saving and reserving to His Majesty, His Heirs and Successors, a road of one hundred feet wide, to enable the inhabitants of Liverpool to have communication with the common lands. Quit-rent, eight shillings sterling.

In witness, &c., this 30th day of June, 1823.

THOS. BRISBANE.

Witnessed by—

ROB. CRAWFORD.
W. ELYARD, JUN.

Entered upon record by me, this 30th day of June, 1823.

F. GOULBURN,
Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE, 9th May, 1842.
COUNTY, Macquarie.
PARISH, Macquarie.
CHURCH, St. Thomas.
ACRES, 40.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth;

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:—

KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto the Lord Bishop of Australia, the Reverend John Cross, Archibald Clunes Innes, William Nairn Gray, and William Henry Geary, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to their Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THOSE two Pieces or Parcels of Land in Our said Territory, containing by admeasurement Forty Acres, be the same more or less, situated in the County of Macquarie, and Parish of Macquarie; First Portion, containing Two Roods, situated in the County and Parish aforesaid, and Town of Macquarie, in front of the Church, Allotment number one of Section number Seven, commencing at the corner of Hay and William Streets, bounded on the Westward by Hay-street two chains, on the Southward by a line at right angles to that Street two chains fifty links, on the Eastward by a line at right angles to the last line two chains to William-street, and on the Northward by that Street two chains fifty links to the corner of Hay and William Streets. Second Portion, containing Thirty-nine Acres and Two Roods, situated in the County and Parish aforesaid, at the junction of Koolunbung and Wright's Creeks, bounded on the North by Wright's Creek eighteen chains (commencing at the junction of the two Creeks), on the East by a line South fourteen chains eighty links, on the South by a line West twenty-seven chains to the Koolunbung Creek, and on the West by that Creek to the junction of the Creeks (Advertised as No. 16 in the Government Notice, dated 8th February, 1842), with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Lord Bishop of Australia, the Reverend John Cross, Archibald Clunes Innes, William Nairn Gray, and William Henry Geary, their Heirs and Assigns for ever, YIELDING and Paying therefor Yearly, unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Port Macquarie, and known as Saint Thomas; in conformity with

with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Lands to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Lands as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Lands, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Lands within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon, the said Lands for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Lands not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Lands, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him authorised in that behalf, full power to make and conduct through the said Lands all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Lands, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the Two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part, within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette* or otherwise, or if such Arbitrator, being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Lands shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained, shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Lands, or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this ninth day of May, in the Fifth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-two.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me this ninth day of June, One thousand eight hundred and forty-two.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE, 9th May, 1842. }
 COUNTY, Northumberland. }
 PARISH, Maitland. }
 CHURCH, Saint Mary the Virgin. }
 ACRES, 40. }
 VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth ;
 TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING :—

KNOW YE, that in order to promote Religion and Education in our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto Edward Turner, Edward Charles Close, and the Reverend George Keylock Rusden, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Churches and Chapels of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to their Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THOSE TWO Pieces or Parcels of Land in Our said Territory, containing by Admeasurement Forty Acres, be the same more or less, situated in the County of Northumberland, and Parish of Maitland, Town of Maitland ; First Portion, containing Thirty-nine Acres and Thirty-four Perches, situated in the County, Parish, and Town aforesaid ; commencing at the Western extreme of the North boundary line of Goldingham's grant, and bounded on the South by seven chains and fifty links of that boundary line bearing East by a North line of four chains and forty-two links, and by an East line of eight chains and thirty links ; on the South-east by twelve chains and sixty links of the North-west side of George-street, bearing North forty-five degrees East to the Glebe-lane ; on the North-east by fifteen chains of the North-west side of the Glebe-lane, bearing West forty-five degrees North by three chains of the South-east side of a street unnamed, bearing South forty-five degrees West ; and by the remaining part of the South-west side of the Glebe-lane, bearing West forty-five degrees North eleven chains and twenty five links to Bank-street ; on the North-west by five chains and fifteen links of the South-east side of Bank-street, bearing South forty-five degrees West to Wallis' Creek ; and on the West by Wallis' Creek upwards to the Western extreme of the North boundary line of Goldingham's grant aforesaid. Second Portion, containing Three Roods and Six Perches, situated in the County, Parish, and Town aforesaid ; commencing at the South extreme of the East boundary line of the Burial Ground, and bounded on the South by four chains and ninety links of the North boundary line of Goldingham's grant, bearing East ; on the North-east by a line bearing West forty-five degrees North five chains and seventy-five links ; on the North-west by one chain and twenty-five links of the East side of George-street, bearing South forty-five degrees West to the North-east corner of the Burial Ground ; and on the West by the East boundary line of the Burial Ground, bearing South three chains and seventeen links to the South extreme thereof (Advertised as No. 17 in the Government Notice, dated 8th February, 1842) ; with all the Rights and Appurtenances whatsoever thereto belonging ; TO HOLD unto the said Edward Turner, Edward Charles Close, and the Reverend George Keylock Rusden, their Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded ; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Maitland, and known as Saint Mary the Virgin, in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever ; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Lands to the nearest Common Drain or Sewer, when required so to do ; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable ; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs, and Successors, all such parts, and so much of the said Lands as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect ; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same ; AND ALSO, all Lands within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea ; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same ; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Lands, for the several purposes aforesaid ; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Lands not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Lands not hereinbefore reserved, or of so much thereof as shall be so required,

required, and of any Building standing on the said required Lands, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him Authorised in that behalf, full power to make and conduct through the said Lands all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Lands or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Lands shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Lands or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this ninth day of May, in the Fifth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-two.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this ninth day of June, One Thousand eight hundred and forty-two.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. NO. IV.

DATE, 9th May, 1842. COUNTY, Camden. PARISH, Wollongong. CHURCH, Saint Michael the Archangel. ACRES, 40.	}	<i>VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth;</i> To ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:—
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KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto The Lord Bishop of Australia, John Osborne, Henry Osborne, Robert Marsh Westmacott, and the Reverend Matthew Devenish Meares, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to their Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Forty Acres, be the same

same more or less, situated in the County of Camden and Parish of Wollongong, Town of Wollongong, commencing at the North-west corner of Edmund Burke's Farm, and bounded on the West by a line bearing South twenty chains; on the South by a line bearing East twenty chains; on the East by a line bearing North twenty chains; and on the North by a line bearing West twenty chains to Edmund Burke's North-west corner (Advertised as No. 29 in the Government Notice dated 8th February, 1842); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Lord Bishop of Australia, John Osborne, Henry Osborne, Robert Marsh Westmacott, and the Reverend Matthew Devenish Meares, their Heirs and Assigns for ever, YIELDING and Paying therefore Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Wollongong, and known as Saint Michael the Archangel, in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council, of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Land, for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him Authorised in that behalf, full power to make and conduct through the said Land, all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette* or otherwise, or if such Arbitrator being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Land shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land

Land or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our Said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales, aforesaid, this Ninth day of May, in the Fifth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-two.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this Ninth day of June, One thousand eight hundred and forty-two.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE, 9th May, 1842.
COUNTY, Cumberland.
PARISH, Coote.
CHURCH, Saint Paul.
ACRES, 40.

VICTORIA, by the Grace of God of the United Kingdom
of Great Britain and Ireland, Queen, Defender of the
Faith, and so forth;

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING :—

KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto the Lord Bishop of Australia, as sole Trustee nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to his Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Forty Acres, be the same more or less, situated in the County of Cumberland and Parish of Coote, bounded on the North by Cobbity Creek, from the North-east corner of Abraham Hearn's sixty-five Acres to the North-west corner of George Cox's sixty Acres; on the East by the Western boundary of George Cox's sixty Acres, bearing South twenty-five chains thirty links; on the South by a line bearing East seventeen chains twenty links; again on the East by a line bearing South thirty-four chains to the Cobbity Road; again on the South by the Cobbity Road fifty links; and on the West by a line bearing North fifty-seven chains forty-two links to the North-east corner at Cobbity's Creek of Abraham Hearn's sixty-five Acres aforesaid (Advertised as No. 6 in the Government Notice, dated 8th February, 1842); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Lord Bishop of Australia his Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Cobbity, and known as Saint Paul; in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantee, his Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter, conform to the Government Regulations for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Land, for
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the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him Authorised in that behalf, full power to make and conduct through the said Land, all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantee, his Heirs and Assigns, then the said Land shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land, or any part thereof, and the said Grantee his Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Ninth day of May, in the Fifth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-two.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this Ninth day of June, One thousand eight hundred and forty-two.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE, 9th May, 1842.
COUNTY, Cumberland.
PARISH, Castle Hill.
CHURCH, Saint Simon.
ACRES, 40.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth;

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:—

KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto The Lord Bishop of Australia, as sole Trustee, nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "An Act to regulate the Temporal Affairs of Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES," and to his Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by

Admeasurement Forty Acres, be the same more or less, situated in the County of Cumberland and Parish of Castle Hill, bounded North-easterly by a line commencing at a marked fence, where the South-west boundary of Hankinson's two hundred Acres crosses a small creek bearing East twenty-five degrees South eighteen chains twenty links, Easterly by a line dividing it from the road from Parramatta to Wiseman's South five and a half degrees West six chains twenty links, Southerly by a line West six degrees South thirty-three chains, South-westerly by a line West thirty-seven degrees North six chains fifty links to a small creek, and North-westerly by that creek to the marked fence aforesaid (Advertised as No. 3 in the Government Notice dated 8th February, 1842); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Lord Bishop of Australia, his Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Parting for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Castle Hill, and known as Saint Simon; in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantee, his Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the same land, for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him Authorised in that behalf, full power to make and conduct through the said Land, all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Conditions as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantee, his Heirs and Assigns, then the said Land shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of our said Territory, or some Person by Them or Him authorised in that behalf,

behalf, to re-enter upon and take possession of the said Land, or any part thereof, and the said Grantee, his Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Ninth day of May, in the Fifth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-two.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this Ninth day of June, One thousand eight hundred and forty-two.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE, 9th May, 1842.
COUNTY, Argyle.
PARISH, Bungonia.
CHURCH, Christ Church.
ACRES, 40.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth;
TO ALL TO WHOM THESE PRESENTS SHALL COME,
GREETING :—

KNOW YE, that in order to promote Religion and Education in our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto The Lord Bishop of Australia, as Sole Trustee nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Churches and Chapels of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to his Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Forty Acres, be the same more or less, situated in the County of Argyle and Parish of Bungonia; Bounded on the North by a line West twenty-eight chains; commencing at Bungonia Creek, north fourteen degrees West two chains and fifty links from the South-west corner of the Town of Bungonia; on the West by a line South twenty-five chains fifty links; and on the South and East by Bungonia Creek (advertised as No. 2 in the Government Notice, dated 8th February, 1842); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Lord Bishop of Australia, his Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Bungonia, and known as Christ Church, in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantee, his Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs, and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Land, for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors,

full

full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him Authorised in that behalf, full power to make and conduct through the said Land all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator, being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantee, his Heirs and Assigns, then the said Land shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land or any part thereof, and the said Grantee, his Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Ninth day of May, in the Fifth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-two.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this Ninth day of June, One Thousand eight hundred and forty-two.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE, 9th May, 1842.
COUNTY, Cumberland.
PARISH, Appin.
CHURCH, St. Mark.
ACRES, 40.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth;

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:—

KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto the Lord Bishop of Australia, as sole Trustee nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to his Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter

hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by admeasurement Forty Acres, be the same more or less, situated in the County of Cumberland, and Parish of Appin, Town of Appin; commencing at the junction of Foggeroi-street and Illawarra-street; bounded on the North by Foggeroi-street bearing West ten degrees North thirty-two chains; on the West by the Public Road bearing South ten degrees West sixteen chains ninety links; on the south by the same Road bearing East thirty-three chains; and on the East by Illawarra-street bearing North ten degrees East ten chains and ninety links (Advertised as No. 1 in the Government Notice, dated 8th February, 1842); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Lord Bishop of Australia, his Heirs and Assigns for ever, YIELDING and Paying therefor Yearly, unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Appin, and known as Saint Mark; in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantee, his Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon, the said Land for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him authorised in that behalf, full power to make and conduct through the said Land all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the Two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part, within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator, being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantee, his Heirs and Assigns, then the said Land shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained, shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land,

Land, or any part thereof, and the said Grantee, his Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Ninth day of May, in the Fifth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-two.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me this Ninth day of June, One thousand eight hundred and forty-two.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. NO. IV.

<p>DATE, 3rd September, 1842 } COUNTY, Cumberland. } PARISH, Alexandria. } CHURCH, Saint James. } ACRES, 29, and 11 acres. }</p>	<p>VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth;</p>
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TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:—

KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto the Right Reverend William Grant Broughton, D.D., Bishop of Australia, or the Bishop of Australia for the time-being, Alexander McLeay, Richard Jones, William Macpherson, and John Lamb, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to their Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Twenty-nine Acres, be the same more or less, situated in the County of Cumberland, and Parish of Alexandria, near Rushcutter's Bay; commencing at a point on the Point Piper Road, and bounded on the South-west by a fence running North nineteen degrees forty-five minutes West one chain and ninety-nine links, North fourteen degrees West seven chains, North sixteen degrees thirty minutes West three chains, North thirty-nine degrees thirty minutes West three chains, West seven degrees North one chain and thirty links, West twenty-nine degrees fifteen minutes North one chain and fifty links, West thirty-two degrees North six chains, West thirty-seven degrees North three chains and fifty links, and West forty degrees North four chains and eighty links; thence on the South by a continuation of the fence, being a line bearing West twenty-two degrees South one chain and ninety-five links; thence again on the South-west by a line bearing North nineteen degrees thirty minutes West seven chains and fifty links to a road; and then by that road six chains and eighty links; thence on the North-west by a line bearing East thirty-three degrees thirty minutes North fifty links to the New South Head Road; thence on the North-east and North by that road to its junction with the Double Bay and Point Piper Roads; and thence on the East by the Point Piper Road to the point of commencement; AND ALSO, all that other piece or parcel of Land in Our said Territory, containing by admeasurement eleven acres, be the same more or less, situated in the County and Parish aforesaid; commencing at the North-west corner of Hough's ten acres, and bounded on the East by a line bearing South nineteen chains and eighty-three links; on the south by a line bearing West five chains and forty-two links; on the West by a line bearing North twenty chains and seventy-eight links to the public road; and on the North by the public road five chains and fifty links to the point of commencement (Advertised as No. 42 in the Government Notice, dated 14th July, 1842); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Bishop of Australia, or the Bishop of Australia for the time-being, Alexander McLeay, Richard Jones, William Macpherson, and John Lamb, and to their Heirs and Assigns for ever, YIELDING and Paying therefore Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Sydney, and known as Saint James, in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers*"

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"of Religion, in NEW SOUTH WALES," so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Land for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs, and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him Authorised in that behalf, full power to make and conduct through the said Land, all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator, being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Land shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our Said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Third day of September, in the Sixth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-two.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this Tenth day of September, One thousand eight hundred and forty-two.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE, 13th September, 1842. } *VICTORIA, by the Grace of God of the United Kingdom*
 COUNTY, Cumberland. } *of Great Britain and Ireland, Queen, Defender of the*
 PARISH, Petersham. } *Faith, and so forth;*
 CHURCH, Saint Philip's. }
 ACRES 32, roods 3, perches 19. } TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING :

KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for US, Our Heirs and Successors, DO HEREBY GRANT unto the Right Reverend William Grant Broughton, D.D., Bishop of Australia, or the Bishop of Australia for the time-being, John Campbell, and Francis Mitchell, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "An Act to regulate the Temporal Affairs of Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES," and to their Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Thirty-two Acres, Three Roods, and Nineteen Perches, be the same more or less, situated in the County of Cumberland and Parish of Petersham, bounded on the West by a line bearing South forty-six degrees thirty minutes West, commencing at the High Water-mark of the waters of Black Wattle Bay, at a large rock on the line of fence dividing the Glebe from Dr. Bowman's property, two thousand three hundred and thirty-seven links to the Glebe Road; on the South by the Glebe Road bearing South fifty-nine degrees forty-five minutes East two thousand three hundred and twenty-seven links; on the East by a line bearing North eight degrees fifteen minutes East eight hundred and ten links; and from that point to the High Water-mark of the waters of Black Wattle Bay by a line bearing North seven degrees forty-five minutes East one thousand three hundred and twenty-six links; and on the North by the High Water-mark of Black Wattle Bay to the commencing point at the rock aforesaid; being a portion of the Land granted to the Trustees of the late Church and School Corporation, by deed dated twenty-fourth day of November, One thousand eight hundred and twenty-nine, but which reverted to the Crown, on the Dissolution of that Body, by order of the King in Council of fourth day of February, One thousand eight hundred and thirty-three (being also the Land Advertised as No. 43 in the Government Notice, dated 14th July, 1842); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Bishop of Australia, or the Bishop of Australia for the time-being, John Campbell, and Francis Mitchell, and to their Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Sydney, and known as Saint Philip's; in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES," so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter, conform to the Government Regulations for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Land, for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him authorised in that behalf, full power to

to make and conduct through the said Land, all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the Two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator, being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Lands shall be forfeited, and revert unto Us, Our Heirs and Successors, and these presents, and every matter and thing herein contained, shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land, or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Thirteenth day of September, in the Sixth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-two.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this Fifteenth day of September, One thousand eight hundred and forty-two.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. NO. IV.

DATE, 19 September, 1842. } VICTORIA, by the Grace of God of the United King-
COUNTY, Cumberland. } dom of Great Britain and Ireland, Queen, Defender of
PARISH, Saint Luke. } the Faith, and so forth;
CHURCH, Saint Luke. }
20 ACRES, and 14a. 2r. 35p., }
and 5a. 1r. 5p. } TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:—

KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto the Right Reverend William Grant Broughton, D.D., Bishop of Australia, or the Bishop of Australia for the time-being, Thomas Valentine Blomfield, Joshua John Moore, and Richard Sadlier, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to their Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Twenty Acres, be the same more or less, situated in the County of Cumberland, and Parish of Saint Luke; commencing at the North-west corner of Eber Bunker's five hundred Acres Grant, and bounded on the North by a line bearing West twenty-five chains; on the West by a line bearing South six chains; on the South by a line bearing East twenty-three chains to Bunker's West boundary; and on the East by part of the said West boundary, being a line bearing South ten degrees West to the North-west corner of Bunker's Land as aforesaid, reserving an Occupation Road of a chain wide on the East side; AND ALSO, all that other Piece or Parcel of Land in Our said Territory, containing by Admeasurement Fourteen Acres Two Roods and Thirty-five Perches, be the same more or less, situated in the County and Parish aforesaid, commencing at the South-east corner of R. Cartwright's Grant of one hundred and sixteen acres, bounded on the South-west by a line bearing North sixty degrees West three chains fifty links, on the

North-west by a line North twenty-six degrees East sixteen chains fifty links, on the North-east by a line South sixty-three degrees East fifteen chains to the New Bridge, and on the South and South-east by Cabramatta Creek; AND ALSO, all that other Piece or Parcel of Land, in Our said Territory, containing by Admeasurement Five Acres One Rood and Five Perches, be the same more or less, situated in the County and Parish aforesaid, and Town of Liverpool; commencing at the South-east corner of the Allotment formerly the Market Place in the Town of Liverpool, and bounded on the South by a line bearing West four chains forty-nine links; on the West by a line North twelve chains; on the North by a line East four chains thirty-two links; and on the East by a line South twelve chains (Advertised as No. 36 in the Government Notice dated 28th June, 1842); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Bishop of Australia, or the Bishop of Australia for the time-being, Thomas Valentine Blomfield, Joshua John Moore, and Richard Sudler, and to their Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Liverpool, and known as Saint Luke's, in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Lands to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Lands, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Lands within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Lands for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs, and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Lands not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Lands not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Lands, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him Authorised in that behalf, full power to make and conduct through the said Lands, all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Lands, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator, being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said

Lands

Lands shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Lands or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our Said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this nineteenth day of September, in the Sixth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-two.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this Third day of October, One thousand eight hundred and forty-two.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE, 19 September, 1842.
COUNTY, Cumberland.
PARISH, Saint John.
CHURCH, Saint John.
12 ACRES Or. 28p., and
8a. 3r. 15p., and also
1a. 1r. 24p.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth;

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:—

KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto The Right Reverend William Grant Broughton, D.D., Bishop of Australia, or the Bishop of Australia for the time-being, the Reverend Henry Hodgkinson Bobart, John Blaxland, Hannibal Hawkins Macarthur, and John Betts, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "An Act to regulate the Temporal Affairs of Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES," and to their Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Twelve Acres and Twenty-eight Perches, be the same more or less, situated in the County of Cumberland and Parish of Saint John, Town of Parramatta; bounded on the North by the Great Western Road, being a line bearing East four degrees fifty-seven minutes South five chains and eight links; on the East by another part of the Glebe, and by Crown Land, being a line bearing South fifty-five minutes East twenty chains ninety-six links; on the South by the Racecourse, being a line bearing South seventy-four degrees West six chains twenty-nine links; and on the West by Crown Land, being a line bearing North one degree forty-five minutes East twenty-three chains sixteen links, Reserving the right to continue Early-street and Lansdowne-street through the same; AND ALSO all that other Piece or Parcel of Land in Our said Territory, containing by Admeasurement Eight Acres Three Roods and Fifteen Perches, be the same more or less, situated in the County, Parish, and Town aforesaid, bounded on the South by the Great Western Road, bearing East five degrees thirty minutes South sixteen chains ninety-five links; on the East by a line bearing North six degrees ten minutes East five chains sixteen links; on the North by a line bearing West six degrees fifty minutes North sixteen chains ninety links; and on the West by a line bearing South six degrees seven minutes West five chains thirty-five links; AND ALSO all that other Piece or Parcel of Land in Our said Territory, containing by Admeasurement One Acre One Rood and Seventy-four Perches, be the same more or less, situated in the County, Parish, and Town aforesaid, bounded on the North by the Great Western Road, being a line bearing East four degrees fifty-seven minutes South five chains eighty links; on the East by Crown Land, being a line bearing South five degrees fifteen minutes West two chains and forty-nine links; on the South by Crown Land, being a line bearing West five degrees North five chains fifty-five links; and on the West by another part of the Glebe, being a line bearing North fifty-five minutes East two chains fifty-one links (Advertised as No 39 in the Government Notice dated 28th June, 1842); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Bishop of Australia, or the Bishop of Australia for the time-being, the Reverend Henry Hodgkinson Bobart, John Blaxland, Hannibal Hawkins Macarthur, and John Betts, and to their Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Parramatta, and known as Saint John;

John; in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "An Act to promote the Building of Churches and Chapels, and to provide for the maintenance of Ministers of Religion, in NEW SOUTH WALES," so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Lands to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Lands, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Lands within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Lands, for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Lands not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Lands not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Lands, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him Authorised in that behalf, full power to make and conduct through the said Lands, all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Lands, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Conditions as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Lands shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Lands, or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Nineteenth day of September, in the Sixth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-two.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this Third day of October, One thousand eight hundred and forty-two.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE, 4th November, 1842. } *VICTORIA, by the Grace of God of the United Kingdom*
 COUNTY, Cumberland. } *of Great Britain and Ireland, Queen, Defender of the*
 PARISH, Castlereagh. } *Faith, and so forth ;*
 CHURCH,
 ACRES, 40.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING :—

KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto John Single, Alexander Fraser, John Hosking, and John Smith, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to their Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by admeasurement Forty Acres, be the same more or less, situated in the County of Cumberland, and Parish of Castlereagh; commencing at the North-west corner of Williams' Sixty Acres Grant; bounded on the South by a line East fourteen chains; on the East by a line North thirty-one chains fifty links; on the North by a line West seven chains; on the North-west by a line bearing South forty-three degrees West ten chains; and on the West by a line South twenty-four chains eighty links (Advertised as No. 34 in the Government Notice dated 28th June, 1842); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said John Single, Alexander Fraser, John Hosking, and John Smith, their Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, to be erected at Castlereagh, and known as ———; in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon, the said Land for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him authorised in that behalf, full power to make and conduct through the said Land all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the Two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part, within One Calendar

Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator, being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Land shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained, shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land, or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, We have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Fourth day of November, in the Sixth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-two.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this Nineteenth day of November, One thousand eight hundred and forty-two.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE, 10th November, 1842. COUNTY, Camden. PARISH, Unnamed. CHURCH, All Saints. ACRES, 40.	}	<i>VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth;</i> TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:
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KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for US, Our Heirs and Successors, DO HEREBY GRANT unto Charles Throsby, Henry Badgery, William Bowman, George Meares Countees Bowen, and the Reverend George Vidal, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to their Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Forty Acres, be the same more or less, situated in the County of Camden and Parish Unnamed, at Sutton Forest; bounded on the East by a line North twenty-six chains forty links, commencing at Lowry's South-west corner; on the North by Pavey's, bearing West twenty-four chains seventy links; on the West by a line South forty degrees East twenty-three chains thirty links, and a line South eight chains from Teague's South-east corner; and on the South by a line East nine chains sixty links (Advertised as No. 46 in the Government Notice dated 1st October, 1842); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Charles Throsby, Henry Badgery, William Bowman, George Meares Countees Bowen, and the Reverend George Vidal, their Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Sutton Forest, and known as All Saints; in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land

Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter, conform to the Government Regulations for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Land, for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him authorised in that behalf, full power to make and conduct through the said Land, all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Land shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land, or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, We have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Tenth day of November, in the Sixth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-two.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this Twenty-second day of November, One thousand eight hundred and forty-two.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE, 30th January, 1843.
 COUNTY, Camden.
 PARISH, Unnamed.
 CHURCH,
 ACRES, 40.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth ;
 TO ALL TO WHOM THESE PRESENTS SHALL COME,
 GREETING :—

KNOW YE, that in order to promote Religion and Education in our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto The Right Reverend William Grant Broughton, D.D., Bishop of Australia, or the Bishop of Australia for the time-being, as Sole Trustee nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Churches and Chapels of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to his Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Forty Acres, be the same more or less, situated in the County of Camden, and Parish Unnamed; bounded on the East by a line South thirty chains and forty links, commencing from the North-west corner of allotment No. 2; on the South by a line West twenty-two chains; and on the North-west and North by the New Road, which separates it from part of Allotments numbers five and six, to the commencing corner (Advertised as No. 50 in the Government Notice dated 12th December, 1842); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Bishop of Australia, or the Bishop of Australia for the time-being, his Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, to be erected at Berrima, and known as ———, in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantee, his Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, our Heirs, and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Land, for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him Authorised in that behalf, full power to make and conduct through the said Land all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar

Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator, being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantee, his Heirs and Assigns, then the said Land shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land or any part thereof, and the said Grantee, his Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Thirtieth day of January, in the Sixth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-three.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this First day of March, One thousand eight hundred and forty-three.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE, 29th May, 1843. COUNTY, Cumberland. PARISH, Saint Matthew. CHURCH, Saint Matthew's. 8 ACRES 2 roods.	}	<i>VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth;</i> TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING :—
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KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto The Right Reverend William Grant Broughton, D.D., Bishop of Australia, or the Bishop of Australia for the time-being, Francis Beddek, Samuel North, Thomas Tebbutt, and John Panton, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "An Act to regulate the Temporal Affairs of Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES," and to their Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Eight Acres and Two Roods, be the same more or less, situated in the County of Cumberland, and Parish of Saint Matthew, Town of Windsor; bounded on the South-east by Cox-street, bearing South thirty-three and a half degrees West five chains ten links, and by a line West thirty-three and a half degrees South six chains twelve links; on the South-west by a line West thirty-six degrees North seven chains seventy-seven links; on the North-west by a line North thirty-nine and a half degrees East eight chains seventy links; and on the North-east by a line East twenty-two degrees South nine chains forty-five links to Cox-street (Advertised as No. 60 in the Government Notice dated 1st March, 1843); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Bishop of Australia, or the Bishop of Australia for the time-being, Francis Beddek, Samuel North, Thomas Tebbutt, and John Panton, their Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as a portion of the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Windsor, and known as Saint Matthew's; in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES," so far as the same may apply to the TRUSTS of this Our Grant, and

for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter, conform to the Government Regulations for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Land, for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him authorised in that behalf, full power to make and conduct through the said Land, all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Land shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land, or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Twenty-ninth day of May, in the Sixth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-three.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this Fourth day of July One thousand eight hundred and forty-three.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE, 19th June, 1843. } *VICTORIA, by the Grace of God of the United Kingdom*
COUNTY, Argyle. } *of Great Britain and Ireland, Queen, Defender of the*
PARISH, Goulburn. } *Faith, and so forth ;*
CHURCH, Saint Saviour's. }
ACRES, 40. } TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING :—

KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto Francis Nicholas Rossi, John Francis Macarthur, William Bradley, and William Shelley, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to their Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Forty Acres, be the same more or less, situated in the County of Argyle, and Parish of Goulburn, Town of Goulburn; bounded on the South by a line West seventeen chains, commencing at the North-east corner of M. Broughton's Grant; on the West by Sloane-street North twenty-four chains and twenty links, and North twenty-five degrees East ten chains and twenty links; on the North by a line East twenty-five degrees South ten chains and thirty links to Mulwarree Ponds; and on the East by Mulwarree Ponds to the commencing corner (Advertised as No. 61 in the Government Notice dated 4th May, 1843); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Francis Nicholas Rossi, John Francis Macarthur, William Bradley, and William Shelley, their Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Goulburn, and known as Saint Saviour's; in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon, the said Land for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him authorised in that behalf, full power to make and conduct through the said Land all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the Two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall

shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part, within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator, being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Land shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained, shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land, or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, We have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Nineteenth day of June, in the Sixth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-three.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this Fourth day of July, One thousand eight hundred and forty-three.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. NO. IV.

DATE, 1st May, 1849. COUNTY, Cumberland. PARISH, Saint John. CHURCH, Saint John. 17 ACRES 2r. and 16p.	}	<i>VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth;</i> To ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:—
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KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto the Right Reverend William Grant Broughton, the Lord Bishop of Sydney and his Successors, Bishops of Sydney for ever, the Reverend Henry Hodgkinson Bobart, Francis Watkins, and Arthur Blaxland, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of the Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to their Heirs and Assigns, subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Seventeen Acres Two Roods and Sixteen Perches, be the same more or less, situated in the County of Cumberland, and Parish of Saint John, at Parramatta; commencing on the Penrith Road, at the North-east corner, and bounded on the East by a line bearing South one degree forty-five minutes West eleven chains fifty-two links; partly on the South by a measured portion containing two acres and nineteen perches, being a line bearing West one degree forty-five minutes North three chains seventy-five links; again on the East by that measured portion, being a line bearing South one degree forty-five minutes West six chains forty-three links; on the South by the Racecourse, being a line bearing South seventy-four degrees West seven chains sixty links; on the West by part of the Glebe, being a line bearing North fifty-five minutes West eighteen chains fifty links; on the North by a portion of the Glebe land, being a line bearing East five degrees South five chains fifty-five links to Blakefield's Allotment; again on the East by that allotment, being a line bearing South five degrees fifteen minutes West one chain sixty-three links; again on the North by Blakefield's Allotment, being a line bearing East five degrees forty-five minutes South one chain twenty-two links; again on the West by Blakefield's

field's Allotment, being a line bearing North five degrees fifteen minutes East four chains fourteen links to the Penrith Road; and again on the North by the Penrith Road, being a line bearing East four degrees fifty-seven minutes South four chains ninety-four links, to the North-east corner aforesaid (Advertised as No. 113 in the Government Notice dated 19th February, 1849); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Right Reverend William Grant Broughton, the Lord Bishop of Sydney and his Successors, Bishops of Sydney for ever, the Reverend Henry Hodgkinson Bobart, Francis Watkins, and Arthur Blaxland, their Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the residue of the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Parramatta, and known as Saint John's, in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Lands, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Land for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs, and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him Authorised in that behalf, full power to make and conduct through the said Land, all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator, being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Lands shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land

Land or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our Said Territory.

WITNESS Our Trusty and Well-beloved SIR CHARLES AUGUSTUS FITZ ROY, Knight Companion of the Royal Hanoverian Guelphic Order, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this First day of May, in the Twelfth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-nine.

L. S. (Signed) CH^s. A. FITZ ROY.

ENTERED on Record by me, this Tenth day of May, One thousand eight hundred and forty-nine.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE,
COUNTY,
PARISH,
CHURCH,
ACRES,

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth;

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:—

KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, with the advice of Our Executive Council of New South Wales, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto Thomas Whistler Smith, Thomas Sutcliffe Mort, John Croft, Robert Tooth, and James Norton, junior, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to their Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Forty Acres, be the same more or less, situated in the County of Cumberland and Parish of Alexandria, near Coogee—First portion, containing Thirty Acres Three Roods and Nine Perches, situate in the County and Parish aforesaid, near Coogee aforesaid; commencing on the Frenchman's Road, at a point distant one chain and twenty-five links West from the West boundary line of Stewart Alexander Donaldson's Allotment number sixty-one, and bounded on the East by a line bearing South two chains and ninety links; on the North by a line bearing East seventy-five links; again on the East by the West side of a Road fifty links wide, dividing it from the aforesaid Stuart Alexander Donaldson's Allotment number sixty-one, by the West boundary line of W. Roberts' Allotment number sixty and A. Dick's allotment number fifty-nine, by the West side of a road fifty links wide, dividing it from part of A. Dick's Allotment number fifty-eight, and by the West side of Nathan-street, being in all a line bearing South fourteen chains and eight links; on the North-east by Nathan-street, bearing South nineteen degrees forty minutes East seven chains and forty-two links, South one chain and ninety links, South seventeen degrees five minutes East four chains and ninety-one links, and South one chain and seventeen links; on the South by the North boundary of James Hart's Allotment number thirty-five, and its Westerly continuation, being in all a line bearing West eight chains and ten links to the West bank of a Creek; again on the East by the West bank of that Creek dividing it from the aforesaid James Hart's Allotment number thirty-five, and from J. Hart's Allotment number thirty-four Southerly to Alison Road; on the South-west by that road bearing West twenty-two degrees fifty minutes North six chains and thirty-seven links to St. Mark's Road; on the West by that road bearing North seventeen degrees forty-five minutes West three chains and sixty links, North twelve chains and eighty-two links, North eighteen degrees thirty minutes East six chains and twelve links, and North one degree four minutes East five chains and seventy-five links to the Frenchman's Road aforesaid; and on the North-west by the Frenchman's Road bearing North fifty-five degrees fifteen minutes East four chains and forty-seven links, North thirty-three degrees thirty minutes East five chains and ninety-six links, and North forty-two degrees East one chain and seven links to the point of commencement—exclusively of a Road one chain wide passing through this land the centre of which commences at the North-west corner thereof, being the South-easterly intersection of Saint Mark's Road with the Frenchman's Road, bearing thence East fifteen degrees South three chains thirty-five links, East twenty-seven degrees South three chains ten links, East forty-four degrees thirty minutes South one chain fifty-five links, and South nineteen degrees forty minutes East to its junction with the Western side of Nathan-street, the area of which Road has been deducted from the total area; Second portion, containing Nine Acres and Thirty-one Perches, situate in the County and Parish aforesaid, near Coogee aforesaid,

aforesaid, commencing on Alison Road, at the South-east corner of C. Nathan's five acres and two roods and thirty-three perches, and bounded on the West by a line dividing it from that land, and from T. Wood's seven acres and thirty-four perches, bearing North thirteen chains and two links to the South-east corner of A. M'Gee's six acres three roods; on the North by a line bearing East one chain, being the extremity of a Road of one chain wide; again on the West by that Road one chain wide, dividing it from A. M'Gee's Land aforesaid, bearing North eight chains and forty links; on the North-east by Chapel-street one chain wide, bearing East fifty-two degrees thirty minutes South six chains and thirty-four links, East seventy-one degrees thirty-seven minutes South one chain and sixteen links to Saint Mark's Road, one chain wide; on the East by Saint Mark's Road bearing South ten chains and seventy links, East seventy-two degrees fifteen minutes South two chains and eighty-six links, and South eighty-seven links to Alison Road; on the South-east by that Road, one chain wide, bearing South seventy-two degrees fifteen minutes West three chains and eighty-nine links; and on the South by the same road bearing West two chains and forty-three links to the corner of commencement (Advertised as No. 1 in the Government Notice dated 1st February, 1856); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Thomas Whistler Smith, Thomas Sutcliffe Mort, John Croft, Robert Tooth, and James Norton, junior, their Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Green Oaks, Darling Point, and known as Saint Mark's; in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Land, for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him Authorised in that behalf, full power to make and conduct through the said Land, all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Lands, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire,

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in the same manner, for the same purpose, and Subject to the same Conditions as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Lands shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land, or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR WILLIAM THOMAS DENISON, Knight Commander of the Most Honorable Order of the Bath, Governor General in and over all Our Colonies of New South Wales, Tasmania, Victoria, South Australia, and Western Australia, Our Captain-General, and Governor-in-Chief of Our Territory of New South Wales and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Third day of June, in the Twentieth Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and fifty-seven.

L. S. (Signed) W. DENISON.

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE,
COUNTY,
PARISH,
CHURCH,
ACRES,

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth;

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:—

KNOW YE, that in order to promote Religion and Education in our Territory of NEW SOUTH WALES, WE, of Our Special Grace, with the advice of Our Executive Council of New South Wales, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto The Reverend Robert Allwood, Charles Kemp, Charles Martyn, Hutchinson Hothersall Browne, and Clark Irving, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Churches and Chapels of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to their Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Three Roods and Five Perches, be the same more or less, situated in the County of Cumberland, and Parish of Alexandria; commencing on the Southern side of the Old South Head Road, at the North-west corner of the eleven acres (appropriated for St. James' Glebe), and bounded thence on the East by part of the West boundary line of that land, bearing South three chains and eighty links; on the South by a line bearing West two chains; on the West by a line bearing North four chains and two links to the Old South Head Road; and on the North by that Road bearing East six degrees twenty-six minutes South two chains and two links to the point of commencement,—being granted in lieu of land appropriated for a School House for Saint Mark's, Double Bay (Advertised in the Government Notice dated 12th October, 1858); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said Reverend Robert Allwood, Charles Kemp, Charles Martyn, Hutchinson Hothersall Browne, and Clark Irving, their Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as a portion of the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Sydney, and known as St. James, in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, our Heirs, and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that

that respect ; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same ; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea ; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same ; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Land, for the several purposes aforesaid ; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off ; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him Authorised in that behalf, full power to make and conduct through the said Land all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid ; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators ; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator, being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned ; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid ; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Lands shall be forfeited, and revert unto Us, Our Heirs and Successors, and these presents, and every matter and thing herein contained, shall cease and determine, and become absolutely void to all intents and purposes ; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land, or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove ; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR WILLIAM THOMAS DENISON, Knight Commander of the Most Honorable Order of the Bath, Governor General in and over all Our Colonies of New South Wales, Tasmania, Victoria, South Australia, and Western Australia, Our Captain-General and Governor-in-Chief of Our Territory of New South Wales and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Twenty-second day of February, in the Twenty-second Year of Our Reign ; And in the Year of Our Lord One thousand eight hundred and fifty-nine.

L. S. (Signed) W. DENISON.

UNITED CHURCH OF ENGLAND AND IRELAND. No. IV.

DATE, } VICTORIA, by the Grace of God of the United Kingdom of
COUNTY, } Great Britain and Ireland, Queen, Defender of the Faith, and
PARISH, } so forth ;
CHURCH, }
ACRES, } TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING :—

KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, with the advice of Our Executive Council of New South Wales, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto the Right Reverend William Tyrrell, the Lord Bishop of Newcastle, the Reverend Charles Pleydell Neale Wilton, Alexander Walker Scott, Simon Kemp, and George Tully, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Churches and Chapels, of the United Church of England and Ireland, in NEW SOUTH WALES,*" and to their Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Thirty-five Acres, be the same more or less, situated in the County of Northumberland, and Parish of Newcastle, at Muir's Hill; commencing at the Eastern corner, being a point on the West boundary line of A. W. Scott's four hundred and fifty-six acres, distant eighty-five chains North from the South-west corner of that Land, and bounded thence on the South-east by a line dividing it from James Mitchell's nine hundred and fifty acres, bearing South sixty-five degrees West thirty-five chains; on the South-west by a line dividing it from James Mitchell's nine hundred and fifty acres aforesaid, bearing West sixty-five degrees North ten chains; and on the North-west by a line dividing it from the aforesaid nine hundred and fifty acres bearing North sixty-five degrees East thirty-five chains; and on the North-east by a line bearing East sixty-five degrees South ten chains to the point of commencement (Advertised in the Government Notice, dated 30th January, 1857); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said the Right Reverend William Tyrrell, the Lord Bishop of Newcastle, the Reverend Charles Pleydell Neale Wilton, Alexander Walker Scott, Simon Kemp, and George Tully, their Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the United Church of England and Ireland, as by Law Established, erected at Newcastle, and known as Christ Church; in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Land, for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him Authorised in that behalf, full power to make and conduct through the said Land, all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party

Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Conditions as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Land shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land, or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR WILLIAM THOMAS DENISON, Knight Commander of the Most Honorable Order of the Bath, Governor General in and over all Our Colonies of New South Wales, Tasmania, Victoria, South Australia, and Western Australia, Our Captain-General, and Governor-in-Chief of Our Territory of New South Wales and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Fifteenth day of February, in the Twenty-second Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and fifty-nine.

L. S. (Signed) W. DENISON.

SYNOD OF AUSTRALIA, IN CONNEXION WITH THE ESTABLISHED
CHURCH OF SCOTLAND. No. IV.

DATE, 28th Dec., 1843.
COUNTY, Bathurst.
PARISH, Bathurst.
CHURCH,
40 ACRES.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth;

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:—

KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto William Stewart, John Piper, David Maxwell Irving, George Busby, and Robert Smith, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of the Presbyterian Churches and Chapels, connected with the Church of Scotland in the Colony of NEW SOUTH WALES,*" and to their Heirs and Assigns, subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Forty Acres, be the same more or less, situated in the County of Bathurst, and Parish of Bathurst, bounded on the North by the Township Reserve, West thirty-five chains fifteen links, commencing at Queen Charlotte's Vale Creek, opposite the western extremity of J. Vincent's northern boundary; on the West by a line South fourteen chains; on the South by a line East twenty-one chains to Queen Charlotte's Vale Creek; and on the East by the Creek to the point opposite the western extremity of J. Vincent's northern boundary (Advertised as No. 20 in the Government Notice dated 12th September, 1843); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said William Stewart, John Piper, David Maxwell Irving, George Busby, and Robert Smith, their Heirs and Assigns, for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the Synod of Australia, in connexion with the Established Church of Scotland, erected at Bathurst, and known as _____, in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign

Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion, in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter conform to the Government Regulations, for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Aligment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Land for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him Authorised in that behalf, full power to make and conduct through the said Land, all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; But if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator, being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Land shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our Said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, Knight, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependencies, at Government House, Sydney, in New South Wales aforesaid, this Twenty-eighth day of December, in the Seventh Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-three.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this Twentieth day of February, One thousand eight hundred and forty-four.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

SYNOD OF AUSTRALIA, IN CONNEXION WITH THE ESTABLISHED
CHURCH OF SCOTLAND. No. IV.

DATE, 23rd April, 1844.
COUNTY, Northumberland.
PARISH, Maitland.
CHURCH,
3 ACRES and 2 roods.

VICTORIA, by the Grace of God of the United Kingdom of
Great Britain and Ireland, Queen, Defender of the Faith,
and so forth;

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:—

KNOW YE, that in order to promote Religion and Education in Our Territory of NEW SOUTH WALES, WE, of Our Special Grace, HAVE GRANTED, and for Us, Our Heirs and Successors, DO HEREBY GRANT unto John Stuart Mein, William Hough, Alexander M'Dougall, David Dickson, and Robert Reddie, being respectively Trustees nominated and appointed under and by Virtue of an Act of the Governor and Legislative Council of Our said Territory, made and passed in the Eighth Year of the Reign of His late Majesty King William the Fourth, intituled, "*An Act to regulate the Temporal Affairs of Presbyterian Churches and Chapels, connected with the Church of Scotland, in the Colony of NEW SOUTH WALES,*" and to their Heirs and Assigns, Subject to the Trusts, Conditions, Reservations, and Provisos hereinafter contained, ALL THAT Piece or Parcel of Land in Our said Territory, containing by Admeasurement Three Acres and Two Roods, be the same more or less, situated in the County of Northumberland, and Parish of Maitland, at West Maitland; commencing at the North extreme of the West boundary line of the five acres of land originally appropriated for Presbyterian Church purposes, and of which this forms a part, and bounded on the West by eleven chains seventy-five links of that boundary line bearing South; on part of the South by the North boundary line of the Presbyterian Parsonage allotment, bearing East three chains fifty links; on part of the East by a line dividing it from the Presbyterian School and Church allotments, bearing North four chains thirty links; on the residue of the South by the North boundary line of the said Church allotment bearing East one chain seventy-five links; on the residue of the East by ninety-five links of the East boundary line of the aforesaid five acres of land, bearing North to the high road; and on the North by the high road North-westerly to the North extreme of the West boundary line of the five acres of land originally appropriated for Presbyterian Church purposes aforesaid (Advertised as No. 31 in the Government Notice, dated 22nd January, 1844); with all the Rights and Appurtenances whatsoever thereto belonging; TO HOLD unto the said John Stuart Mein, William Hough, Alexander M'Dougall, David Dickson, and Robert Reddie, their Heirs and Assigns for ever, YIELDING and Paying therefor Yearly unto Us, Our Heirs and Successors, the Quit-Rent or Sum of One Farthing for ever, if demanded; UPON TRUST, for the appropriation thereof as the Glebe, annexed to the Church of the Synod of Australia, in connexion with the Established Church of Scotland, erected at West Maitland, and known as _____; in conformity with the Provisions of the said Act, and of a certain other Act of the Governor and Legislative Council of Our said Territory, made and passed in the Seventh Year of the Reign of His said late Majesty King William the Fourth, intituled, "*An Act to promote the Building of Churches and Chapels, and to provide for the Maintenance of Ministers of Religion in NEW SOUTH WALES,*" so far as the same may apply to the TRUSTS of this Our Grant, and for no other Purpose whatsoever; ON CONDITION THAT the said Grantees, their Heirs and Assigns, or some of them, do and shall construct proper Drains through and from the same Land to the nearest Common Drain or Sewer, when required so to do; AND ALSO THAT they do and shall in every respect, and at all times hereafter, conform to the Government Regulations for the time-being, and to the Laws and Regulations now or hereafter to be in Force, for the better regulating the Alignment of Streets in Our said Territory, so far as the same may be applicable; PROVIDED NEVERTHELESS, AND WE DO HEREBY RESERVE unto Us, Our Heirs and Successors, all such parts, and so much of the said Land as may hereafter be required for a Public Way or Public Ways, in, over, and through the same, to be set out by the Governor for the time-being, of Our said Territory, or some person by Him authorised in that respect; AND ALSO, all Stone and Gravel, all Indigenous Timber, and all other Materials, the produce of the said Land, which may be required at any time or times hereafter, for the construction and repair of Ways and Bridges, for Naval Purposes, and for Public Works, together with the Right of taking and removing the same; AND ALSO, all Land within One hundred feet of High Water-mark on the Sea Coast, and on every Creek, Harbour, and Inlet of the Sea; AND ALSO, all Mines of Gold, of Silver, and of Coals, with full and free liberty and power to search for, dig, and take away the same; AND ALSO, the right of full and free ingress, egress, and regress, into, out of, and upon the said Land, for the several purposes aforesaid; AND WE DO FURTHER RESERVE unto Us, Our Heirs and Successors, full power for Us or Them, or for the Governor for the time-being of Our said Territory, to resume and take possession of all or any part of the said Land not hereinbefore reserved, which may be required at any time or times hereafter for any Public Purpose whatsoever, the value of the said Land not hereinbefore reserved, or of so much thereof as shall be so required, and of any Building standing on the said required Land, being paid by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators chosen as hereinafter mentioned, in which valuation the benefit to accrue to the said Party, from any such Public Purpose, shall be allowed by way of Set-off; AND WE DO ALSO RESERVE unto Us, Our Heirs and Successors, and to the Governor for the time-being of Our said Territory, by such Person or Persons as shall be by Them or Him authorised in that behalf, full power to make and conduct through the said Land, all Common or Public Drains and Sewers which may be deemed expedient, Three Calendar Months' Notice being previously given to the

the Occupier, Owner, or Trustees thereof, and the Damage which any Building may sustain thereby, being paid for by the Government to the Party entitled thereto, at a valuation fixed by Arbitrators as aforesaid; AND WE DO HEREBY DECLARE, that in every case of Arbitration which shall arise under and by Virtue hereof, One Arbitrator shall be chosen by the Governor for the time-being of Our said Territory, and One by the then Owner, Owners, or Trustees of the said Land, or of such part thereof as may be thereby affected, which Two Arbitrators (before they proceed to the said Arbitration) shall elect an Umpire, who shall determine any disagreement between the two said Arbitrators; BUT if the said Owner, Owners, or Trustees shall refuse or neglect to choose an Arbitrator, on His, Her, or Their part within One Calendar Month after being required so to do by Public Advertisement in the *Government Gazette*, or otherwise, or if such Arbitrator being chosen, shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, then both Arbitrators shall be chosen by the Governor for the time-being of Our said Territory, which said last-mentioned Arbitrators shall also elect an Umpire in the manner and for the purpose above-mentioned; and if any Umpire shall refuse or neglect to Act, and within One Calendar Month determine the matter to him referred, the Arbitrators for the time-being, whether chosen one by each Party, or both by the Governor of Our said Territory, shall in every such case forthwith elect another Umpire, in the same manner, for the same purpose, and Subject to the same Condition as the Umpire first elected as aforesaid; PROVIDED ALWAYS, THAT if the Trusts, Conditions, Reservations, and Provisos herein contained, or any part thereof, be not duly observed and performed by the said Grantees, their Heirs and Assigns, then the said Land shall be forfeited, and revert unto Us, Our Heirs and Successors, and these Presents, and every matter and thing herein contained shall cease and determine, and become absolutely void to all intents and purposes; And it shall be lawful for Us, Our Heirs and Successors, by Our Governor for the time-being of Our said Territory, or some Person by Them or Him authorised in that behalf, to re-enter upon and take possession of the said Land, or any part thereof, and the said Grantees, their Heirs and Assigns, and all Occupiers thereof, therefrom wholly to remove; IN TESTIMONY WHEREOF, WE have caused this Our Grant to be Sealed with the Seal of Our said Territory.

WITNESS Our Trusty and Well-beloved SIR GEORGE GIPPS, KNIGHT, Our Captain-General, and Governor-in-Chief of Our said Territory and its Dependancies, at Government House, Sydney, in New South Wales aforesaid, this Twenty-third day of April, in the Seventh Year of Our Reign; And in the Year of Our Lord One thousand eight hundred and forty-four.

L. S. (Signed) GEO. GIPPS.

ENTERED on Record by me, this Twentieth day of May, One thousand eight hundred and forty-four.

(Signed) E. DEAS THOMSON,
Colonial Secretary and Registrar.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

LAND LAW.

(PETITION OF CERTAIN INHABITANTS OF SYDNEY.)

Ordered by the Legislative Assembly to be Printed, 1 June, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the undersigned Inhabitants of Sydney and others, in public meeting assembled,—

SHEWETH:—

That your Petitioners have seen with great regret the prevalence of much distress and wretchedness among the industrious classes, and which, as your Petitioners believe, are not the effects of natural causes.

That your Petitioners humbly appeal to your Honorable House, being their representatives and legally constituted guardians of the common-weal.

That your Petitioners have long and patiently endured great privations in the anxious hope that your Honorable House would be called upon by the responsible Executive to enact an equitable Land Law, which would accord with the benign intentions of the Imperial Parliament; but, again and again, those hopes have been doomed to disappointment. Session after Session, and year after year, have passed away, yet no legislation has taken place in a matter which your Petitioners conceive to exceed in importance any other coming before your Honorable House.

Under these circumstances, your Petitioners entreat your Honorable House to take into your immediate consideration the state of misery to which great numbers of your constituents are reduced, and that you will be careful in voting away any large sums of the taxes levied upon the community, until an equitable Land Bill has been submitted to and passed into Law by your Honorable House.

May it therefore please your Honorable House to take this Petition into your immediate and serious consideration, and to refuse your assent to any further supplies being voted until an equitable Land Law shall have been enacted.

And your Petitioners shall ever pray.

[*Here follow 296 Signatures.*]

Sydney, 28 May, 1860.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

CROWN LANDS OCCUPATION.

(PROPOSED BILL IN REFERENCE THERETO, DATED 29 JUNE, 1860.)

Ordered by the Legislative Assembly to be Printed, 3 July, 1860.

24^o VICTORIA, 1860.

A BILL

For Regulating the Occupation of the Crown Lands.

WHEREAS it is expedient to make better provision for the occupa-^{Preamble.}
tion of the Crown Lands Be it enacted by the Queen's Most
Excellent Majesty by and with the advice and consent of the Legislative
Council and Legislative Assembly of New South Wales in Parliament
assembled and by the authority of the same as follows :—

I. The following terms within inverted commas whenever used ^{Interpretation.}
herein shall unless the context otherwise indicate bear the meanings set
against them respectively—

“ Crown Lands ”—All Lands vested in Her Majesty which have
not been dedicated to any public purpose
or which have not been granted or law-
fully contracted to be granted to any
person in fee simple.

“ 1st Class Settled Districts ”—The Lands declared to be of the
Settled class under the Orders in Council.

“ 2nd Class Settled Districts ”—The Lands converted into the
Settled class by the Act of Council twenty-
third Victoria chapter four.

“ Unsettled Districts ”—All other Crown Lands.

“ Orders in Council ”—The Orders in Council and Regulations or
some or one of them from time to time
issued under the Imperial Act ninth and
tenth Victoria chapter one hundred and
four.

“ Old Run ” — Any portion of Crown Lands within the Second class Settled or the Unsettled Districts comprised in any unexpired lease or license granted or lawfully contracted to be granted before the twenty-second day of February one thousand eight hundred and fifty-eight.

“ Run ” — Any portion of Crown Lands comprised in any lease or license granted or lawfully contracted to be granted on or after the twenty-second day of February one thousand eight hundred and fifty-eight.

“ Minister ” — The Minister for the time being charged with the administration of the Crown Lands.

“ Land Agent ” — Any person duly appointed to sell Crown Lands.

“ Appraisalment ” — Settlement of rent or value by appraisers.

“ Arbitration ” — Settlement of boundaries by arbitrators.

Partial Repeal of Acts Orders in Council and Regulations.

II. On and from the day of the commencement of this Act the Acts of Council eleventh Victoria number sixty-one and sixteenth Victoria number twenty-nine and such parts of the Orders in Council and Regulations now in force as are repugnant to any provision of this Act shall be repealed Provided that nothing herein shall prejudice or affect anything already lawfully done or commenced or contracted to be done thereunder respectively.

Conversion of existing Leases.

III. Existing leases of Crown Lands shall not be renewed but may be converted into leases under the provisions of this Act.

Withdrawal of land from lease.

IV. The Governor with the advice of the Executive Council may by notice in the *Gazette* withdraw from any Run any lands which may be required for the site of any City Town or Village or for any roadway for general traffic or for passage of stock or for access to back runs or for sale as containing improvements belonging to any person other than the lessee of such run or otherwise for sale or for commonage or for the working of any Mines of Gold or other minerals or for any public purpose whatsoever.

Conflicting claims to leases.

V. In cases in which two or more persons entitled to a lease under the Orders in Council may claim the same land the lease shall be granted to the person whose right thereto may have been or may be declared by the Minister to have been legally established and in any such case in which no right shall have been so established the lease may be granted to the person who may be by arbitration declared entitled thereto.

When valuations under Orders in Council neglected.

VI. In any case in which the rent of an old run or any other matter required by the Orders in Council to be determined by valuers appointed in the manner therein prescribed shall not have been so determined it shall be lawful for the Minister to direct that such rent or other matter shall be determined by appraisalment under the provisions of this Act and the valuation thus arrived at shall be as effectual as if made under the provisions of the Orders in Council.

Lessee not to obstruct authorized persons.

VII. It shall not be lawful for any holder of any old run or run to obstruct any Government Surveyor or other officer in entering on such run whenever such officer may require to do so nor to obstruct or prevent any person authorized by the Minister from entering upon such run searching for and removing gold and other minerals or cutting and removing therefrom timber or digging and removing gravel stone brick earth or other material.

Marking of boundaries.

VIII. It shall be lawful for any Officer duly authorized by the Minister to mark on the ground the boundaries of any runs whether previously undisputed or determined after dispute by decision of the Governor and the boundaries so marked shall be and be held to be the boundaries of such runs.

Leasing of lands.

IX. Any Crown Lands not being comprised within an old run may be demised or let upon lease under and subject to the provisions of this Act or under the provisions of the Gold Fields Act 20 Victoria No. 29 but

but not otherwise And the Governor with the advice of the Executive Council is hereby authorized in the name and on behalf of Her Majesty to demise or lease any such Crown Lands as hereinafter enacted.

X. Crown Lands may be demised by lease for any term not exceeding the following:—

For pastoral purposes in the first class Settled Districts One year.

For pastoral purposes in the second class Settled Districts or the Unsettled Districts Five years.

For ferries bridges wharfs quarries and for the erection of machinery for saw mills brickmaking and other objects of a like nature Five years.

For mineral purposes other than gold mining Fourteen years.

Provided that lands within areas bounded by lines bearing north east south and west and distant ten miles from the outside boundary of any city or two miles from the outside boundary of any town or village having according to the last Census for the time being one hundred inhabitants or lands set apart for sites of towns or villages shall not be open for lease for pastoral purposes.

XI. Leases of Runs within the first class Settled Districts may be granted subject to the next following conditions and to the general provisions of this Act:—

(1.) Lands shall not be let in portions of less than six hundred and forty acres or one square mile, except in special cases hereinafter provided for.

(2.) Every such lease shall be for the then current year and shall expire on the thirty-first day of December.

(3.) Leases may be renewed annually by payment between the first and the thirtieth day of September to the Land Agent of the District or to the Colonial Treasurer of rent for the ensuing year at the rate of two pounds per square mile or such higher rate as the lessee may pay for the current year unless the lands be required for sale or for any public purpose or for the satisfaction of any pre-emptive lease claims in right of new purchases and Leases not so renewed may be brought to sale by public auction.

(4.) Leases under the Regulations of twenty-ninth March one thousand eight hundred and forty-eight may be converted into leases under this Act by payment to the Colonial Treasurer in Sydney or to the Land Agent of the District not later than

of rent for the ensuing year at the rate of two pounds per square mile or such higher rate as the lessee may now pay unless the land be required for sale or for any public purpose or for the satisfaction of any pre-emptive lease claims which may arise under this Act.

(5.) The holders in fee simple of any lands may be allowed leases of Crown Lands adjacent to their respective properties without competition at the rate of two pounds per section of 640 acres and to the extent of three times their own purchased or granted lands if there be so much vacant Crown Lands available Provided that the rent to be charged for land so leased to parties not having the right to take six hundred and forty acres shall in no case be less than one pound.

(6.) If there be two or more claimants the division of the land amongst them shall be settled by arbitration Provided that if such land be of less extent than 640 acres it may on such award be forthwith occupied in accordance therewith and without further formal apportionment Provided also that if at the end of three months from the date of the letters announcing to the several claimants

of

of portions not less than 640 acres the names of their competitors an award shall not have been arrived at and duly communicated to the Minister the leases of the lands so circumstanced may be offered for sale by auction.

Notification of pre-emptive leases.

(7.) All leases granted under pre-emptive right shall be notified in the *Gazette* and if within two months from the date of such notification the rent for the same shall not have been paid to the Colonial Treasurer or to the Land Agent of the District leases of the land shall be submitted for sale by auction.

Leases at auction.

(8.) Crown Lands over which no pre-emptive right of lease shall have been exercised within one year from the passing of this Act may be put up to lease at auction at the Land Office of the District either on application or otherwise but no such sale of leases shall take place without one month's notice thereof having been given in the *Gazette*.

Upset price of lots.

(9.) The upset price of each lot shall be at the rate of one pound per section of six hundred and forty acres or of ten shillings if half of the current year shall have expired before the day of sale and the full price bid for each lot shall be paid at the time of sale.

Leases bid for but not paid for.

(10.) Any lease bid for but the price of which may not be forthwith paid shall thereupon be again offered for sale at auction.

Selection of leases not bid for.

(11.) The lease of any land which may have been offered for sale at auction and not bid for may be obtained on payment of the upset price to the Land Agent of the District.

Cancellation of leases.

(12.) The sale conditional or otherwise of any portion of land under lease shall cancel such lease Leases may also be cancelled by the Minister for other sufficient reason and the balance of rent from the date of cancellation shall in either case be returned to the lessee.

Pastoral leases in the second class Settled or the Unsettled Districts.

XII. The Governor with the advice of the Executive Council may grant leases of Crown Lands in the second class Settled Districts or in the Unsettled Districts subject to the following conditions and to the general provisions of this Act :—

(1.) Leases of runs may be converted into leases for five years under this Act by payment to the Colonial Treasurer not later than the
of rent to be determined by appraisement of the fair annual value for pastoral purposes of the Lands comprised in the runs Provided that in estimating such value neither the construction of dams or reservoirs nor the laying down of grass nor the making of any other improvement by the occupier shall be taken into account Provided also that the rent shall in no case be less than ten pounds per annum Leases of old runs may on their expiration be in like manner converted into leases under this Act.

Commencement of rent addition of interest and forfeiture of lease.

(2.) The rent shall be payable to the Colonial Treasurer in Sydney for each year after the first year during the month of September of the year preceding Provided that a fine shall be payable for the whole time during which any rent due shall remain unpaid at the rate of five per centum on the amount if not more than three months in arrear—and if more than three months then at the rate of ten per centum And if the rent be not paid at or before the end of six months together with such fine the lease shall then become forfeited.

No pre-emptive right of purchase.

(3.) Leases shall not confer any right to purchase by pre-emption.

(4.)

- (4.) Crown Lands may be resumed from such lease for the site of any City Town or Village or for Commonage or for any public purpose whatever and no compensation shall be payable to the holder of such lease for any such resumption excepting re-payment of rent to an extent proportionate to the area withdrawn and the period unexpired. Resumption of lands leased. Provided also that in any case of partial withdrawal the holder may if he think fit surrender his lease and have the full balance of rent refunded for the unexpired portion of the time for which it was paid.

XIII. The Governor with the advice of the Executive Council may proclaim any district to be open for the formation of runs and may from time to time alter the boundaries of such districts or of any district now existing and leases of such runs may be obtained subject to the next following conditions. Proclamation of districts for the formation of runs. Provided that no district not so proclaimed shall be open for the formation of such runs :—

- (1.) Runs shall in ordinary cases consist of not more than twenty-five square miles but should that area in the opinion of the proper officer of the Government be insufficient in average seasons for the pasturage of four thousand sheep or eight hundred head of cattle the run may be enlarged to the area necessary for that purpose but not exceeding one hundred square miles. Area and capabilities of runs.

- (2.) Tenders for runs may be deposited in a box to be kept for that purpose at the Office of the Minister for Lands which shall be opened by a Board of Officers to be appointed for that purpose by the Governor with the advice of the Executive Council and the person making the highest tender for any run shall be entitled to a lease thereof. Tenders for runs. Provided that should two tenders embrace a portion of the same land the common boundary may be determined by arbitration. Provided also that should such boundary not be so determined within months of the date at which the parties may be informed of the conflict by their tenders the whole of the lands tendered for may be leased by auction sale. Provided also that should a run not be occupied and stocked with not less than two hundred head of cattle or one thousand sheep within six months of the notification of the acceptance of the tender the run shall be forfeited and may be leased by auction sale.

- (3.) The Minister may modify the boundaries proposed in any tender in order to make the run a compact block of rectangular form in which the external lines shall run east and west and north and south subject however to such deviations as the general features of the country and the adoption of natural boundaries may require and subject also to the exclusion of water necessary to the beneficial occupation of adjoining lands. Direction of boundaries in tenders.

- (4.) Tenders shall be in a form to be prescribed by the Governor with the advice of the Executive Council and shall contain clear descriptions of the boundaries of the runs applied for and the marks or natural features by which such boundaries are indicated and also estimates of the areas and pastoral capabilities of such runs. Descriptions in Tenders.

- (5.) Each run shall be subject to a rent of ten pounds per annum payable in accordance with condition number two under section twelve of this Act and to assessment at the same rate and subject to the same conditions as the runs under the Act twenty-second Victoria number seventeen. Rent and assessment of runs.

- (6.) Runs may be held from year to year until an appraisalment shall be made of the fair annual value thereof for pastoral purposes. Tenure of run at fixed rent and assessment.

- purposes whereupon the holdings shall be converted into leases under section twelve of this Act.
- Sale at auction of leases of forfeited runs. XIV. Old runs or runs which have been forfeited or vacated shall be submitted to sale by auction in leases for the term of five years at the minimum upset rent of one pound per annum for every square mile of estimated area. And the whole rental for the first year shall be paid in advance. And any such run if unsold may be again put up for sale in like manner and if not then sold the Minister may reduce the minimum upset rental to any less sum not being less than ten pounds.
- Cancellation of leases of runs or portions thereof and pre-emptive lease to purchaser. XV. The sale conditional or otherwise of any Land within any lease granted under this Act in the second class Settled Districts or in the Unsettled Districts for pastoral purposes shall cancel so much of the leasehold as relates to the land so sold and to three times the area thereof adjacent which last mentioned area may be held by the new purchaser under pre-emptive lease to which all conditions and liabilities attached to pre-emptive leases in the first class Settled Districts shall apply.
- Passage of stock. XVI. Any person driving horses cattle or sheep along any track used or required for the purpose of travelling may depasture the same on any Crown Lands within the distance of one half mile of such track notwithstanding any lease of any such lands for pastoral purposes. Provided that unless prevented by rain or flood such horses or cattle shall be moved at least seven miles and such sheep at least four miles in one and the same direction within every successive period of twenty-four hours.
- Use of timber or material by lessees. XVII. Lessees of Crown Lands for pastoral purposes either in the Settled Districts or in the Unsettled Districts shall be permitted to cut and use such timber and material for building and other purposes as may be required by them as tenants of their several lands.
- Removal of timber and material by others than lessees. XVIII. Lessees of Crown Lands for pastoral purposes either in the Settled Districts or in the Unsettled Districts shall not have power to restrict other persons duly authorized by the Minister either from cutting or removing timber or material for building or other purposes or from searching for any metal or mineral within the land leased.
- Leases for mining purposes other than gold mining. XIX. The Governor with the advice aforesaid may grant leases for purposes of mining for any metal or mineral excepting gold to any person applying for the same of any Crown Lands not exceeding _____ acres for coal mining lots and not exceeding _____ acres for other mineral lots for any period not exceeding _____ years and with a right of renewal for a further period not exceeding _____ years upon the next following conditions on the breach of any of which by any lessee the lease may be cancelled by the Governor with the advice of the Executive Council.
- Authority to select mineral lots. (1.) Persons may on application to the Minister obtain authority in writing to select on Crown Lands within twelve months from the date thereof coal or other mineral lots and may take possession of such lots and hold them for the period mentioned in such authority but the right shall be reserved to determine the boundaries of any such lots and to make provision for reservation of water supply. Provided that applications made prior to the passing of this Act may be accepted under it and shall take precedence in the order of their date.
- Payment of rent. (2.) The rent shall be _____ per acre payable annually in advance at the Colonial Treasury the first payment to be made on application for authority to select and thereafter within the month of September for each ensuing year and leases shall in all cases end on the thirty-first day of December.
- Necessary annual expenditure. (3.) Lessees shall expend at the rate of _____ sterling per acre annually on their lots.
- Determination of leases. (4.) Lessees may determine their leases by giving to the Minister three months' notice of their desire to do so but no rent shall in any such case be refunded.

(5.)

- (5.) Lessees may on application to the Minister in writing during the _____ year of their leases obtain a renewal of the same for a further period not exceeding _____ years and the fine to be paid on such renewal not being less than _____ per acre shall be determined by appraisement and full information of the working and returns of the mine shall be afforded to the appraisers by the lessees on pain of forfeiting their claim to renewal. Renewal of leases.
- (6.) If any lease be forfeited or not renewed the lessee shall be at liberty within six months from the termination of his lease to remove or otherwise dispose of all machinery and improvements and the minerals brought to the surface during the term of his lease. Removal of machinery.

XX. Whenever it shall become necessary or desirable to fix or ascertain any price value or sum of money which by this Act it is provided may be fixed or ascertained by appraisement in case of dispute as to the amount of any compensation to be made under the provisions of this Act and in case of any matter which by this Act is authorized or directed to be settled by arbitration the appraiser or appraisers arbitrator or arbitrators and umpire shall be appointed in manner hereinafter mentioned that is to say :— Mode of appraisement or arbitration.

- (1.) The Minister and the claimant in matters hereinbefore mentioned to be settled by appraisement or the parties interested in any dispute which by the provisions of this Act may be left to arbitration may concur in the appointment of a single appraiser or arbitrator or failing such appointment each party on the request of the other shall appoint an appraiser or arbitrator as the case may require to whom the matter shall be referred And every such appointment shall be made by the Minister and the claimant or by the parties to the matter in dispute under their hands in writing or if such party be a corporation aggregate under its common seal and such appointment shall be delivered to the appraisers or arbitrators and shall be deemed a submission to appraisement or to arbitration as the case may be by the parties making the same. Appointment of appraisers or arbitrators.
- (2.) After the making of any such appointment the same shall not be revoked without the consent of both parties nor shall the death of either party operate as a revocation. Appointment not to be revoked
- (3.) If for the space of _____ days after any such dispute or matter shall have arisen and notice in writing by one party who has himself duly appointed an appraiser or arbitrator to the other party stating the dispute or matter to be referred and accompanied by a copy of such appointment the party to whom notice is given fail to appoint an appraiser or arbitrator the appraiser or arbitrator appointed by the party giving the notice shall be deemed to be appointed by and shall act on behalf of both parties. Single appraiser or arbitrator to act in certain cases.
- (4.) The award of any appraiser or appraisers arbitrator or arbitrators appointed in pursuance of this Act shall be binding final and conclusive upon all persons and to all intents and purposes whatsoever. Award to be binding.
- (5.) If before the determination of any matter so referred any appraiser or arbitrator die or refuse or become incapable to act the party by whom such arbitrator was appointed may appoint in writing another person in his stead and if he fail so to do for the space of _____ days after notice in writing from the other party in that behalf the remaining appraiser or arbitrator may proceed *ex parte* and every appraiser or arbitrator so appointed shall have the same powers and authorities as were vested in the appraiser or arbitrator in whose stead the appointment is made. In case of death of or failure to act by appraiser or arbitrator.

(6.)

In case of death or failure to act by a single appraiser or arbitrator.

Appointment of umpire.

Determination by umpire in certain cases.

Production of documents.

Determination of costs.

Arbitration subject to Rule of Supreme Court.

Declaration by appraiser arbitrator or umpire.

Marking of boundaries by arbitrators or umpire.

- (6.) In case a single arbitrator die or become incapable to act before the making of his award or fail to make his award within _____ days after his appointment or within such extended time if any not exceeding _____ days as shall have been duly appointed by him for that purpose the matters referred to him shall be again referred to appraisement or arbitration under the provisions of this Act as if no former reference had been made.
- (7.) In case there be more than one appraiser or arbitrator the appraisers or arbitrators shall before they enter upon the reference appoint by writing under their hands an umpire and if the person appointed to be umpire die or become incapable to act the appraisers or arbitrators shall forthwith appoint another person in his stead and in case the appraisers or arbitrators neglect or refuse to appoint an umpire for _____ after being requested so to do by any party to the appraisement or arbitration the Minister may appoint an umpire and he is hereby empowered so to do and the award of the umpire shall be binding final and conclusive upon all persons and to all intents and purposes whatsoever.
- (8.) In case appraisers or arbitrators fail to make their award within _____ after the day on which the last of them was appointed or within such extended time if any as shall have been duly appointed by them for that purpose the matters referred shall be determined by the umpire and the provisions of this Act with respect to the time for making an appraisement or award and with respect to extending the same in the case of a single arbitrator shall apply to any umpirage.
- (9.) Any appraiser arbitrator or umpire appointed by virtue of this Act may require the production of such documents in the possession or power of either party as he may think necessary for determining the matters referred and may examine the parties as witnesses on oath.
- (10.) All costs of and consequent upon the reference shall be in the discretion of the appraiser or appraisers arbitrator or arbitrators or of the umpire in case the matters referred are determined by an umpire.
- (11.) Any submission to arbitration under the provisions of this Act may be made a Rule of the Supreme Court of the said Colony on the application of any party thereto.
- (12.) Before any appraiser arbitrator or umpire shall enter upon the consideration of any matter referred to him as aforesaid he shall make out and subscribe a declaration in the form following before a Justice of the Peace that is to say—
- I A B do solemnly and sincerely declare that I will faithfully honestly and to the best of my skill and ability hear and determine the matters referred to me under the Crown Lands Occupation Act of 1860.
- (13.) And such declaration shall be annexed to the appraisement or award when made and if any appraiser arbitrator or umpire shall wilfully act contrary to such declaration he shall be guilty of a misdemeanor.

XXI. It shall be lawful for arbitrators or the umpire who may determine under this Act the boundaries or any boundary of a run to mark on the ground such boundary and such boundary so marked shall be held to be the boundary of such run.

XXII.

XXII. It shall be lawful for any authorized officer umpire or arbitrators who may have marked on the ground the boundaries or any boundary of any run to certify by his or their signatures duly attached to any plan representing such boundary the accuracy of such representation and such plan shall thenceforth become and be legal evidence of the boundary or boundaries of the lands to be demised by the Crown.

Attestation of maps and plans.

XXIII. In any lease or other instrument granted under the Orders in Council or under the provisions of this Act it shall be sufficient if the land thereby intended to be conveyed be defined according to the best description of such land and of the boundaries thereof which may have been procurable notwithstanding that such description may not have been prepared after actual survey and no such lease or other instrument shall be liable to be set aside by reason only of the imperfection of any such description so long as the land shall thereby be defined with reasonable certainty.

Descriptions of leased lands.

XXIV. The Governor with the advice aforesaid may proclaim and set apart temporarily any Crown Lands for commonage purposes for the use and benefit of the landholders in any city town or village or other specified locality and may make and proclaim regulations for the management of such commonage.

Commonage proclamation and regulations.

XXV. The Governor with the advice aforesaid may grant by auction or otherwise leases of any portion of Crown Lands for Wharfs Bridges Punt Houses Ferries and for the erection of machinery for saw mills brickmaking and other objects of a like nature and may determine the upset price thereof if to be let at auction or the fixed rent if to be let otherwise and may annex such conditions to the occupation thereof as shall seem fit Provided that an abstract of all such licenses or leases where not sold by auction shall be annually laid before Parliament within one month after the granting of the same if Parliament be then in Session or otherwise within one month after the commencement of the next ensuing Session.

Leases for wharfs bridges ferries and other objects.

XXVI. The Governor with the aforesaid advice may subject to any regulations to be made as hereinafter enacted authorize Land Agents to issue licenses for any term not exceeding one year to enter any Crown Lands whether under lease or license or not and to cut and take therefrom any timber or to dig for and remove any gravel stone brick earth shells or other material Provided that the fee which the Governor with the advice aforesaid may fix for such license shall be paid in advance.

Licenses to cut timber and procure other materials.

XXVII. On information in writing preferred by any Commissioner of Crown Lands or other person duly authorized to any Justice of the Peace setting forth that any person is in the unlawful occupation of any Crown Land or in the occupation of any Crown Land in virtue or under color of any lease or license although such lease or license shall have been forfeited or although the conditions thereof shall have been broken or unfulfilled or although such lease or license shall have expired or although the term for which the same shall have been granted or made shall have come to an end such Justice shall issue his summons for the appearance before any two Justices of the Peace at a place and time therein specified of the person so informed against And at such time and place such two Justices on the appearance of such person or on due proof of the service of such summons on him or at his usual or last place of abode or business shall hear and inquire into the subject matter of such information And on being satisfied of the truth thereof either by the admission of the person informed against or on other sufficient evidence such Justices shall issue their warrant addressed to the Commissioner of Crown Lands or to any Chief or District Constable or other proper officer requiring him forthwith to dispossess and remove such person from such land and to take possession of the same on behalf of Her Majesty and the person to whom such warrant is addressed shall forthwith carry the same into execution.

Removal of trespassers.

Penalties for trespassing.

XXVIII. Any person unless lawfully claiming under any subsisting lease or license or otherwise under the Orders in Council or under this Act or under the Act twenty Victoria number twenty-nine who shall be found occupying any Crown Land or land granted reserved or dedicated for public purposes either by residing or by erecting any hut or building thereon or by clearing digging up enclosing or cultivating any part thereof or cutting timber other than firewood not for sale thereon shall be liable on conviction to a penalty not exceeding five pounds for the first offence and not exceeding ten pounds for the second offence and not exceeding twenty pounds for the third or any subsequent offence Provided that no information shall be laid for any second or subsequent offence until thirty clear days shall have elapsed from the date of the previous conviction.

Limitation of actions.

XXIX. All actions or other proceedings against any Commissioner of Crown Lands or other Officer acting under the provisions of this Act for anything wrongfully done under or against the provisions of this Act shall be commenced within six months after the matter complained of was committed and not otherwise And notice in writing of any such action and of the cause thereof shall be given to the defendant one month at least before the commencement of the proceeding And in every such proceeding the defendant may plead the general issue and give this Act and the special matter in evidence at any trial to be had thereupon And no plaintiff shall recover in any such proceeding if tender of sufficient amends shall have been made before the same was commenced or if a sufficient sum of money shall have been paid into Court after such commencement by or on behalf of the defendant together with costs incurred up to that time And if a verdict shall pass for the defendant or the plaintiff shall become nonsuit or discontinue such proceeding or if upon demurrer or otherwise judgment shall be given against the plaintiff the defendant shall recover his full costs as between attorney and client and have the like remedy for the same as any defendant has by law in other cases.

Instruments under Act to be evidence.

XXX. Any lease or other instrument issued under this Act may be proved in all legal proceedings by the production of a certified copy thereof signed by the officer to be authorized for that purpose under any regulation made as hereinafter enacted.

Governor in Council to make and proclaim Regulations.

XXXI. The Governor with the advice of the Executive Council may make and proclaim regulations for carrying this Act into full effect so as to provide for all proceedings—forms of leases and other instruments—and all other matters and things arising under and consistent with the provisions of this Act and not herein expressly provided for And all such regulations shall upon publication in the *Gazette* be as valid in law as if contained herein Provided that a copy of every such regulation shall be laid before both Houses of Parliament within one month from the issue thereof if Parliament be then in Session or otherwise within one month after the commencement of the then next ensuing Session.

Commencement and Short Title.

XXXII. This Act shall commence on the _____ of _____ next And may be styled and cited as the "Crown Lands Occupation Act of 1860."

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

CROWN LANDS ALIENATION.

(PROPOSED BILL IN REFERENCE THERETO, DATED 29 JUNE, 1860.)

Ordered by the Legislative Assembly to be Printed, 3 July, 1860.

24th VICTORIA, 1860.

A BILL

For Regulating the Alienation of Crown Lands.

WHEREAS it is expedient to make better provision for the alienation of Crown Lands Be it enacted by the Queen's Most Excellent Majesty by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled and by the authority of the same as follows:—

I. The following terms within inverted commas shall for the purposes of this Act unless the context otherwise indicate bear the meanings set against them respectively—

“Crown Lands”—All Lands vested in Her Majesty which have not been dedicated to any public purpose or which have not been granted or lawfully contracted to be granted to any person in fee simple.

“Town Lands”—Crown Lands in any City Town or Village or set apart as a site for the same.

“Suburban Lands”—Crown Lands declared in the *Gazette* to be Suburban by the Governor and Executive Council.

“Orders in Council”—The Orders in Council and Regulations or some or one of them from time to time issued under the Imperial Act ninth and tenth Victoria chapter one hundred and four.

“Minister”—The Minister for the time being charged with the administration of the Public Lands.

“Land Agent”—Any person duly appointed to sell Crown Lands.

“Land Office Days”—Days notified in the *Gazette* upon which Land Agents shall attend at the Land Offices of their Districts respectively.

“Appraisement”—Settlement of price value or damage by appraisers.

“Arbitration”—Settlement of boundaries by arbitrators.

“Improvements”—Improvements on Crown Lands to the value to be determined by appraisement if disputed in Town and Suburban lands of not less than twice the upset price of the allotment or portion on which the improvements may stand and in other lands of not less than one pound per acre.

“Frontage”—Frontage to any river stream or watercourse which according to the practice of the Survey Department ought to form a boundary between different sections or lots of land.

Partial Repeal of Orders in Council &c.

II. On and from the day of the commencement of this Act so much of the Orders in Council and Regulations now in force as are repugnant to any provision of this Act shall be repealed Provided that nothing herein shall prejudice or affect anything already lawfully done or commenced or contracted to be done thereunder respectively.

Alienation of Crown Lands.

III. Any Crown Lands may lawfully be granted in fee simple or dedicated to any public purpose under and subject to the provisions of this Act but not otherwise And the Governor with the advice of the Executive Council is hereby authorized in the name and on the behalf of Her Majesty so to grant or dedicate any Crown Lands.

Publication of notice of sites of cities towns suburban lands reserves &c.

IV. The Governor with the advice of the Executive Council may by notice in the *Gazette* declare what portions of Crown Lands shall be set apart as the sites of new cities towns or villages and define the limits of the suburban lands to be attached thereto and to any existing city town or village and also the portions of town lands or suburban lands to be dedicated to public purposes and what lands shall be reserved from sale until surveyed for the preservation of water supply or other public purpose And upon any such notice being published in the *Gazette* such lands shall become and be set apart attached or dedicated accordingly Provided that the Governor with the advice aforesaid may by notice in the *Gazette* rescind the determination of boundaries or reservations under previous notices or of existing reservations in whole or in part in any cases in which sales of town allotments shall not have taken place in the reserves Provided also that within one month should Parliament be then in Session and otherwise within one month after the commencement of the next ensuing Session of Parliament there shall be laid before both Houses of Parliament an abstract of all such declarations and rescissions.

Dedication of Crown Lands to public purposes.

V. The Governor with the advice aforesaid may by notice in the *Gazette* grant reserve or dedicate in such manner as may seem best for the public interest any Crown Lands required for any railway or railway station—any public road canal or other internal communication—any public quay or landing-place—any public reservoir aqueduct or watercourse—or for any purpose of defence—or as the site of any place of public worship—or of any hospital asylum or infirmary—or of any public market or slaughter-house—or for the interment of the dead—or for any college school mechanics’ institute public library museum or other institution for public instruction or amusement—or for any pasturage common—or as any area for public health recreation convenience or enjoyment—or for any other public purpose—And upon any such notice being published in the *Gazette* such lands shall become and be granted reserved or dedicated accordingly Provided that within one month should Parliament be then in Session and otherwise within one month after the commencement of the next ensuing Session there shall be laid before both Houses of Parliament an abstract of all such grants reservations and dedications.

Abstract to be laid before Parliament.

Exception from sale of certain lands.

VI. Crown Lands held under lease or promise of lease issued or made previously to the twenty-second day of February one thousand eight hundred and fifty-eight shall during the currency of such lease be exempt from sale under this Act except where such lands have been

been or may hereafter be lawfully withdrawn from the holding of the lessee in accordance with the Orders in Council Provided that the lessee may be permitted to exercise a pre-emptive right of purchase over one portion and no more of an area not exceeding _____ acres out of each block of twenty-five square miles and at a value to be determined by appraisalment not being less than one pound per acre And provided that each such purchase shall contain improvements the property of the said lessee to the value at least of _____ for every acre of such land.

Limitation of pre-emptive right of purchase.

VII. Upon application made within twelve months after the passing of this Act by any person who may prior thereto have made improvements on any Crown Lands or upon application within twelve months after the notification in the *Gazette* of any reserve from lease or promise of lease under the Orders in Council within which improvements may be situated or upon application made at any period for the sale of improved lands in proclaimed Gold Fields the Governor may with the like advice sell and grant such lands to the owner of such improvements without competition in fee simple at a price to be fixed by appraisalment not being less than the minimum upset price of the class of land as set forth in section twelve of this Act Provided that nothing herein contained shall be held to require the sale of any land which may contain auriferous deposits.

Sales in consideration of improvements

VIII. The Governor with the advice aforesaid may cause to be filled in and reclaimed from the waters of any harbor or river land lying beyond or below high-water-mark and may let or sell the same by public auction provided that the damage if any to lands so severed from immediate contact with the water shall be determined by appraisalment account being taken of any increased value conferred on such lands in consequence of the reclamation as aforesaid or by the construction of wharfs streets or other public works and the amount of such award shall be paid to the owner of the land so severed Provided always that the intention to fill in and reclaim such land shall have been previously intimated by a notice in the *Gazette* at least three months before such filling in or reclamation is commenced.

Reclamation of lands.

IX. The Governor with the like advice may authorize any proprietor of land having frontage to any harbor or river to fill in and reclaim any land adjoining thereto and lying beyond or below high-water-mark or to erect a wharf or jetty upon or over the same and on payment of an adequate money consideration to be determined by appraisalment such land or any land which may already have been so reclaimed under competent authority shall become vested in fee simple in such proprietor and may be granted to him accordingly.

Reclamation of lands by proprietor of adjoining lands.

X. Whenever the owner or owners of any lands adjoining a road which has been reserved for access to such lands only and not otherwise required for public use or convenience shall make application to the Minister to close such road it shall be lawful for the Governor with the advice aforesaid to notify in the *Gazette* and in the local newspapers if any that such road will be closed and at any period not less than two months after the first publication of such notice a grant or grants of the road so closed may issue to the owner or owners of adjoining lands in fair proportion or in accordance with agreement among such owners Provided that an adequate money consideration to be determined by appraisalment shall be paid for the same.

Closing and alienation of unnecessary roads.

XI. In cases in which there may be no convenient way of access to any portion of Crown Land or in which any such portion may be insufficient in area for public sale or in which a portion of Crown Land may lie between land already granted and a street or road which forms or should form the way of approach to such granted land or in which buildings erected on lands already granted may have extended over Crown Land or in any other cases of a like kind the Governor may with the advice

Sales without competition in special cases.

advice aforesaid sell and grant such lands to the holder or holders of adjacent lands without competition and at a price to be determined by appraisement.

Rescission of reservation of water frontage.

XII. The Governor may with the like advice by a memorandum in writing under his hand declare that any reservation of any water frontage or land adjoining such frontage contained in any Crown grant shall be rescinded wholly or to such extent as shall be specified in such memorandum and subject to such conditions or restrictions as shall be therein specified and such reservation shall be so rescinded accordingly and the land shall by virtue and according to the terms of such memorandum on payment of an adequate money consideration to be determined by appraisement become vested in the owner of the land conveyed in such Crown grant.

Conditional sale of unimproved lands without competition.

XIII. Crown Lands other than town lands or suburban lands not being within areas bounded by lines bearing north east south and west and distant ten miles from the outside boundary of any city and two miles from the outside boundary of any town or village containing according to the last Census for the time being one hundred inhabitants and not reserved for the site of any town or village or for the supply of water or for any other public purpose and not containing improvements and not excepted from sale under section six of this Act and not having been already offered for sale by auction shall be open for conditional sale by selection in the manner following that is to say Any person may upon any Land Office day tender to the Land Agent a written application for the conditional purchase of any such lands not less than acres nor more than three hundred and twenty acres at the price of twenty shillings per acre and may pay to such Land Agent a deposit of per centum of the purchase money thereof And if no other like application and deposit for the same land be tendered at the same time such person shall be declared the conditional purchaser thereof at the price aforesaid Provided that if more than one such application and deposit for the same land or any part thereof shall be tendered at the same time to the said Land Agent he shall unless all such applications but one be immediately withdrawn forthwith forward all such applications and deposit moneys to the Treasury to await the survey of the land so applied for and the said land shall be surveyed and put up for sale in one or more lots for competition at auction between such applicants only and the highest bidder shall be declared the purchaser of any such lot And after the sale the deposit of every unsuccessful applicant shall be returned Provided also that if all such applications except one be withdrawn as aforesaid such applicant shall be declared the conditional purchaser Provided further that should the lands selected be within a proclaimed Gold Field and be found to contain auriferous deposits it shall be in the power of the Governor and Executive Council to annul the sale at any time within six months from the date of selection and thereupon the conditional purchaser shall be entitled to have the amount paid by him refunded Provided also that such purchase shall not in any case confer a claim to any gold or other minerals which the land may contain.

Record by Land Agent.

XIV. Every Land Agent shall duly enter at the time in a book to be provided for the purpose the particulars of every application for conditional purchase lodged with him under the provisions of clause thirteen of this Act and shall transmit to the proper officer of the Government on Monday in each week a true extract therefrom shewing the particulars of all such applications for the week preceding.

Temporary boundaries of land until surveyed by Government.

XV. If at the time of conditional purchase of any Crown Land under section thirteen of this Act such Land shall not have been surveyed by the Government temporary boundaries thereof may be determined by the conditional purchaser who shall within one month occupy the land And any dispute between such purchaser and any other person claiming any interest therein respecting such boundaries shall be settled by arbitration Provided that such Land shall be surveyed by and at the expense of the Government within after purchase.

XVI.

Crown Lands Alienation.—Proposed Bill.

XVI. Crown Lands conditionally purchased under section thirteen of this Act shall if measured previously to such purchase be taken in portions as measured and if unmeasured and having frontage to any river creek road or intended road shall have a depth of not less than forty chains and shall have their boundaries other than the frontages directed to the cardinal points by compass and if having no frontages as aforesaid shall be measured in square blocks and with boundaries directed to such cardinal points Provided that should it seem to the Minister to be expedient the boundaries of portions having frontages may be made approximately at right angles with the frontage and otherwise modified and the boundaries of portions having no frontages may be modified and necessary roadways and water reserves excluded from such measurement.

Form of measurement of portions selected under section thirteen and reservation of roads and water.

XVII. At the expiration of three years from the date of conditional purchase of any such land as aforesaid or within three months thereafter the balance of the purchase money shall be tendered at the office of the Colonial Treasurer together with a declaration to the effect that permanent improvements have been made upon such land to the value of at least per centum of the entire cost price thereof and that such land has been from the date of occupation the *bonâ fide* residence either continuously of the original purchaser or of some alienee or successive alienees of his whole estate and interest therein and that no such alienation has been made by any holder thereof until after the *bonâ fide* residence thereon of such holder for one whole year at the least And upon the Minister being satisfied by such declaration or otherwise of the facts aforesaid the Colonial Treasurer shall receive and acknowledge the remaining purchase money and a grant of the fee simple but with reservation of any minerals which the land may contain shall be made to the then rightful owner Provided that should interest at the rate of per centum on the balance of the purchase money be paid within the said three months to the Colonial Treasurer the payment of such balance may be deferred to a period within three months of the first day of January then next ensuing and may be so deferred from year to year by payment of such interest during the first quarter of each year But on default of a compliance with the requirements of this section the land shall revert to Her Majesty and be liable to be sold and the deposit shall be forfeited Provided that when any such sale shall result in payment to the Government of more money than would have been payable under the original conditions of purchase the surplus after paying the expenses of sale shall be paid to the party who was entitled to purchase without competition.

Conditions of residence and improvement and payment of purchase money.

XVIII. Crown Lands conditionally purchased under section thirteen of this Act and proved to the satisfaction of the Governor and Executive Council to have been abandoned by the purchaser thereof or his legal alienee before the expiration of three years from the date of purchase shall be forfeited and may be sold at auction.

Sale by Auction of lands abandoned by selectors.

XIX. Conditional purchasers of portions of Crown Lands under section thirteen of this Act not exceeding acres or their legal alienees may make additional selection of lands adjoining to the first selection or to each other but not otherwise and not exceeding in the whole three hundred and twenty acres and subject to all the conditions applicable to the original purchase.

Additional selection of adjacent lands.

XX. Crown Lands intended to be sold without conditions for residence and improvement shall be put up for public auction in lots not exceeding acres each at such places and times as the Minister shall direct to be notified by advertisement in the *Gazette* And the upset prices per acre shall not be lower than for Town Lands Eight pounds—Suburban Lands Two pounds—good Lands having frontage One pound—inferior and back Land Five shillings Provided that the upset prices may be respectively fixed at any higher amounts.

Sale by auction of other lands.

Upset prices.

XXI. Town lands and suburban lands without valuable improvements shall be sold by Public Auction only.

Sale by auction of town and suburban lands.

XXII.

As to lands put up
and not sold.

XXII. Any Crown Lands put up for sale by public auction and not sold may be again put up in like manner. Provided that all lands other than town or suburban so put up and not sold shall be open for sale at the upset price or in case of a higher price having been offered for the same then at such higher price less in either case the deposit if any paid thereon. Provided also that the Minister may withdraw any such lands from selection and again submit them to Public Auction.

Payment of purchase
moneys.

XXIII. A deposit of twenty-five per centum of the purchase money for all lands sold by auction under any provision of this Act shall be paid by the purchaser at the time of sale. And unless the remainder of such purchase money be paid within three months thereafter the sale and contract shall be void and the deposit shall be forfeited.

Record by Land
Agent.

XXIV. Every Land Agent shall duly enter in a book to be provided for the purpose the particulars of all sales under sections twenty, twenty-one and twenty-two of this Act.

Mode of appraisement
or arbitration.

XXV. Whenever it shall become necessary or desirable to fix or ascertain any price value or sum of money which by this Act it is provided may be fixed or ascertained by appraisement in case of dispute as to the amount of any compensation to be made under the provisions of this Act and in case of any matter which by this Act is authorized or directed to be settled by arbitration the appraiser or appraisers arbitrator or arbitrators and umpire shall be appointed in manner hereinafter mentioned that is to say:—

Appointment of
appraisers or
arbitrators.

(1.) The Minister and the claimant in matters hereinbefore mentioned to be settled by appraisement or the parties interested in any dispute which by the provisions of this Act may be left to arbitration may concur in the appointment of a single appraiser or arbitrator or failing such appointment each party on the request of the other shall appoint an appraiser or arbitrator as the case may require to whom the matter shall be referred. And every such appointment shall be made by the Minister and the claimant or by the parties to the matter in dispute under their hands in writing or if such party be a corporation aggregate under its common seal and such appointment shall be delivered to the appraisers or arbitrators and shall be deemed a submission to appraisement or to arbitration as the case may be by the parties making the same.

Appointment not to
be revoked.

(2.) After the making of any such appointment the same shall not be revoked without the consent of both parties nor shall the death of either party operate as a revocation.

Single appraiser or
arbitrator to act in
certain cases.

(3.) If for the space of _____ days after any such dispute or matter shall have arisen and notice in writing by one party who has himself duly appointed an appraiser or arbitrator to the other party stating the dispute or matter to be referred and accompanied by a copy of such appointment the party to whom notice is given fail to appoint an appraiser or arbitrator the appraiser or arbitrator appointed by the party giving the notice shall be deemed to be appointed by and shall act on behalf of both parties.

Award to be binding.

(4.) The award of any appraiser or appraisers arbitrator or arbitrators appointed in pursuance of this Act shall be binding final and conclusive upon all persons and to all intents and purposes whatsoever.

In case of death of
or failure to act by
appraiser or arbi-
trator.

(5.) If before the determination of any matter so referred any appraiser or arbitrator die or refuse or become incapable to act the party by whom such arbitrator was appointed may appoint in writing another person in his stead and if he fail so to do for the space of _____ days after notice in writing from the other party in that behalf the remaining appraiser or arbitrator may proceed *ex parte* and every appraiser

appraiser or arbitrator so appointed shall have the same powers and authorities as were vested in the appraiser or arbitrator in whose stead the appointment is made.

- (6.) In case a single arbitrator die or become incapable to act before the making of his award or fail to make his award within days after his appointment or within such extended time if any not exceeding days as shall have been duly appointed by him for that purpose the matters referred to him shall be again referred to appraisement or arbitration under the provisions of this Act as if no former reference had been made. In case of death or failure to act by a single appraiser or arbitrator.
- (7.) In case there be more than one appraiser or arbitrator the appraisers or arbitrators shall before they enter upon the reference appoint by writing under their hands an umpire and if the person appointed to be umpire die or become incapable to act the appraisers or arbitrators shall forthwith appoint another person in his stead and in case the appraisers or arbitrators neglect or refuse to appoint an umpire for after being requested so to do by any party to the appraisement or arbitration the Minister may appoint an umpire and he is hereby empowered so to do and the award of the umpire shall be binding final and conclusive upon all persons and to all intents and purposes whatsoever. Appointment of umpire.
- (8.) In case appraisers or arbitrators fail to make their award within after the day on which the last of them was appointed or within such extended time if any as shall have been duly appointed by them for that purpose the matters referred shall be determined by the umpire and the provisions of this Act with respect to the time for making an appraisement or award and with respect to extending the same in the case of a single arbitrator shall apply to any umpirage. Determination by umpire in certain cases.
- (9.) Any appraiser arbitrator or umpire appointed by virtue of this Act may require the production of such documents in the possession or power of either party as he may think necessary for determining the matters referred and may examine the parties as witnesses on oath. Production of documents.
- (10.) All costs of and consequent upon the reference shall be in the discretion of the appraiser or appraisers arbitrator or arbitrators or of the umpire in case the matters referred are determined by an umpire. Determination of costs.
- (11.) Any submission to arbitration under the provisions of this Act may be made a Rule of the Supreme Court of the said Colony on the application of any party thereto. Arbitration subject to rule of Supreme Court.
- (12.) Before any appraiser arbitrator or umpire shall enter upon the consideration of any matter referred to him as aforesaid he shall make out and subscribe a declaration in the form following before a Justice of the Peace that is to say—
I A B do solemnly and sincerely declare that I will faithfully honestly and to the best of my skill and ability hear and determine the matters referred to me under the Crown Lands Alienation Act of 1860. Declaration by appraiser arbitrator or umpire.
- (13.) And such declaration shall be annexed to the appraisement or award when made and if any appraiser arbitrator or umpire shall wilfully act contrary to such declaration he shall be guilty of a misdemeanor.

Instruments under Act to be evidence.	XXVI. Any instrument of sale or conveyance made and issued under this Act may be proved in all legal proceedings by the production of a certified copy thereof signed by the officer to be authorized for that purpose under any regulation made as hereinafter enacted.
Governor in Council to make and proclaim regulations.	XXVII. The Governor with the advice aforesaid may make regulations for carrying this Act into full effect so as to provide for all proceedings—forms of grants and other instruments—and all other matters and things arising under and consistent with this Act and not herein expressly provided for And all such regulations shall upon being published in the <i>Gazette</i> be as valid in law as if contained herein Provided that a copy of every such regulation shall be laid before both Houses of Parliament within one month from the issue thereof if Parliament be then in Session or otherwise within one month after the commencement of the next ensuing Session.
Commencement and Short Title.	XXVIII. This Act shall commence on the _____ of _____ next And shall be styled and may be cited as the “Crown Lands “Alienation Act of 1860.”

1859.

Legislative Assembly.
NEW SOUTH WALES.

MEMBERS OF THE ASSEMBLY BEING TENANTS OF THE CROWN.
(RETURN IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 6 December, 1859.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 23 September, 1859, That there be laid upon the Table of this House,—

- “ A Return shewing the following particulars :—
- “ (1.) The number and names of Members of the present
- “ Assembly who are Pastoral Tenants of the Crown.
- “ (2.) The number of Runs, and the extent of each, held by
- “ each Member.
- “ (3.) The number of years the Runs have been occupied, and
- “ the right of occupancy unexpired in each case.
- “ (4.) The amount of Rent and of Assessment paid by each
- “ Member.
- “ (5.) The quantity of Stock depastured on each Run, where
- “ it can be ascertained.
- “ (6.) The extent to which the pre-emptive right of purchase
- “ has been exercised ; the date of approval by the Executive ;
- “ and the price obtained in each case.
- “ (7.) The situation of the Run ; the character of the soil ;
- “ whether or not it is suitable for the ordinary purposes of
- “ agricultural settlement, and its contiguity to water communi-
- “ cation ; in each case where such information can be obtained
- “ from the Survey Office before the second reading of the
- “ Land Bills.”

(*Mr. Parkes.*)

No. 1.

A RETURN of all the Waste Lands of the Crown held for Pastoral Purposes in the Intermediate and Unsettled Districts by Members of the Legislative Assembly.

OCCUPANT.	NAME OF RUN.	DISTRICT.	ESTIMATED EXTENT.	LENGTH OF OCCUPANCY.	EXPIRATION OF LEASE.	RENT.	ASSESSMENT.	GRAZING CAPABILITY.		The character of the Soil; whether or not suitable for the ordinary purposes of Agricultural Settlement; and its contiguity to Water Communication.
								Sheep.	Cattle.	
			Acres.	From	To	£ s. d.	£ s. d.			
Broughton Thos.	Gundagai	Lachlan	24,600	1 Jan., 1852	31 Dec., 1866	12 10 0	37 10 0	....	800	In the vicinity of steam navigation; partly suitable for agricultural purposes.
"	Muttama	"	131,000	"	"	67 10 0	202 10 0	27,000	....	} Partly suitable for agricultural purposes.
Cummings Wm.	Brogan Plains	Wellington	16,000	30 Oct., 1849	29 Oct., 1863	10 0 0	20 0 0	4,000 or	640	
"	Grudgery	"	20,000	1 Jan., 1852	31 Dec., 1866	20 0 0	60 0 0	....	1,280	} Suitable for pastoral purposes.
"	Brogan Plains, Back Run	"	16,000	29 Dec., 1856	28 Dec., 1870	12 10 0	20 0 0	4,000 or	640	
"	Upper Dullumty	"	16,000	19 Apr., 1862	18 Apr., 1866	10 0 0	20 0 0	4,000 or	640	} Partly suitable for agricultural purposes.
"	Gunning	"	16,000	1 Jan., 1852	31 Dec., 1866	10 0 0	30 0 0	....	640	
"	Upper Dullumty, Back	"	16,000	5 June, 1858	"	12 10 0	20 0 0	....	610	} Partly suitable for pastoral purposes.
"	Melrose	"	16,000	26 June, 1864	25 June, 1868	10 0 0	20 0 0	4,000 or	640	
"	Gunning Bland	"	16,000	1 Jan., 1852	31 Dec., 1866	10 0 0	30 0 0	....	640	} Partly suitable for pastoral purposes.
"	Moninnie Plains	"	16,000	11 Aug., 1857	10 Aug., 1871	10 5 0	20 0 0	4,000	....
"	Warraderry	Lachlan	35,200	1 Jan., 1852	31 Dec., 1866	12 10 0	37 10 0	....	800	} Partly suitable for agricultural purposes.
Clements J. F.	Berewombrinia	"	16,000	"	"	12 10 0	30 0 0	....	640	
"	Engoura	"	50,000	"	"	27 10 0	84 7 6	....	1,800	} Partly suitable for agricultural purposes.
"	Derewong	"	16,000	8 Sept., 1857	7 Sept., 1871	10 2 6	20 0 0	4,000 or	640	
"	Byong	"	16,000	"	"	10 5 0	20 0 0	4,000 or	640	} Partly suitable for pastoral purposes.
"	Charley's Yard	"	16,000	12 Apr., 1858	"	10 5 6	20 0 0	....	640	
"	South Byong	"	16,000	"	"	10 5 6	20 0 0	....	640	} Partly suitable for agricultural purposes.
"	Sebastopol	"	16,000	"	"	10 5 6	20 0 0	....	640	
"	Kurrajong Hill	"	16,000	"	"	10 5 6	20 0 0	....	640	} Partly suitable for agricultural purposes.
Douglas and Hood	Talgai	Darling Downs	64,000	1 Jan., 1852	31 Dec., 1866	45 0 0	135 0 0	18,000	....
Dickson Jas.	Cunningcuddelong	Gwydir	17,000	19 Feb., 1856	18 Feb., 1870	10 4 0	20 0 0	4,000 or	640	} Suitable for pastoral purposes.
"	Cowmerton	"	12,200	"	"	10 0 0	20 0 0	4,000 or	640	
"	Coubal	"	25,000	22 Mar., 1853	21 Mar., 1867	12 0 0	20 0 0	4,000 or	640	} Suitable for pastoral purposes.
"	Upper Tualka	Leichhardt	16,000	9 July, 1856	8 July, 1870	10 10 6	20 0 0	4,000	....
"	Lower Tualka	"	16,000	"	"	11 1 0	20 0 0	4,000	....	} Suitable for pastoral purposes.
"	Coorada	"	16,000	9 June, 1856	8 June, 1870	10 5 0	20 0 0	4,000	....
"	Tuturin	"	16,000	"	"	10 5 0	20 0 0	4,000	....	} Partly suitable for agricultural purposes.
"	Blair Hill	New England	24,960	1 Jan., 1852	31 Dec., 1866	14 0 0	46 16 0	8,000	....
"	Rockvale	"	20,000	"	"	17 10 0	52 10 0	7,000	....	} Partly suitable for agricultural purposes.
"	Yarrow Creek	"	64,000	"	"	40 0 0	120 0 0	....	1,200	
"	Oban	"	44,800	"	"	28 0 0	84 0 0	7,000	....	} Partly suitable for agricultural purposes.
"	Mili Creek	"	12,500	"	"	15 0 0	45 0 0	6,000	....
"	Enmore	"	10,000	"	"	17 10 0	58 5 0	....	1,200	} Partly suitable for agricultural purposes.
"	Kingsgate	"	26,850	"	"	16 0 0	50 0 6	....	....
"	Tunstall	Clarence River	19,000	"	31 Dec., 1859	15 0 0	46 17 6	....	1,000	} Near navigation for boats; partly suitable for agricultural purposes.
Flood Edward	Rosehill	"	22,400	"	"	15 0 0	51 11 3	....	1,100	

MEMBERS OF THE ASSEMBLY

"	Nimben	Clarence	16,000	3 Nov., 1854	2 Nov., 1862	12 10 0	20 0 0	640	Partly suitable for agricultural purposes.
"	Kooncoombera	Lower Darling	21,400	23 Apr., 1850	22 Apr., 1864	43 0 0	31 5 0	....	1,000
"	Yarraual	"	20,000	"	"	53 0 0	62 10 0	2,000	Water carriage, suitable for pastoral purposes.
"	Junbong	"	21,400	"	"	43 0 0	31 5 0	....	1,000
"	Paika	"	31,360	"	"	43 0 0	31 5 0	....	1,000
"	Yarraual, Back Run	"	208,800	29 Dec., 1851	28 Dec., 1865	32 0 0	62 10 0	2,000	Suitable for pastoral purposes.
"	Juanbong, Back Run	"	204,800	"	"	47 0 0	93 15 0	....	3,000
"	Murrie, Lower	"	21,400	9 Mar., 1850	8 Mar., 1864	15 0 0	20 0 0	640	Water carriage, suitable for pastoral purposes.
"	Strathmore	Maranoa	64,000	25 May, 1858	10 0 0	20 0 0	640	Suitable for pastoral purposes.
"	Dunkeld	"	64,000	"	.....	10 0 0	20 0 0	....	640
"	Balmoral	"	64,000	"	.....	10 0 0	20 0 0	....	640
"	Dunedin	"	64,000	"	.....	10 0 0	20 0 0	....	640
"	Kinlock	"	61,000	"	.....	10 0 0	20 0 0	....	640
"	Sugar Loaf	New England	40,000	1 Jan., 1852	20 0 0	60 0 0	8,000	Partly agricultural.
Flood and Tyson	Phelps and Chadwick, No. 2	Lower Darling	32,000	9 Mar., 1850	8 Mar., 1864	16 0 0	20 0 0	640	Suitable for pastoral purposes.
Flood, Morris, and Mayuc	Sahara	"	64,000	22 June, 1859	.....	10 0 0	20 0 0	....	640
"	North Sahara	"	64,000	"	.....	10 0 0	20 0 0	....	640
Flood and Gordon	Douga	Maranoa	16,000	5 Mar., 1851	4 Mar., 1865	10 4 0	20 0 0	640	Partly suitable for pastoral purposes.
"	Algiers	"	16,000	"	"	14 4 0	20 0 0	....	640
"	Tripoli	"	16,000	"	"	14 4 0	20 0 0	....	640
"	Morocco	"	16,000	"	"	14 4 0	20 0 0	....	640
Gordon S. D. (Vide Flood)	Challowroombah	Wide Bay & Burnett	16,000	15 July, 1854	14 July, 1868	10 1 0	20 0 0	4,000	Probably suitable for pastoral purposes.
Forster Wm.	Pinnock's Flat	"	16,000	3 Sept., 1855	2 Sept., 1869	10 1 0	20 0 0	....	640
"	Guigin	"	16,000	"	"	10 1 0	20 0 0	....	640
"	Joanborough	"	16,000	19 Nov., 1855	18 Nov., 1869	10 0 1	20 0 0	....	640
"	Upper Cabbagetree	"	16,000	21 Dec., 1855	20 Dec., 1869	10 1 0	20 0 0	....	640
"	Mulwarra	"	16,000	"	"	10 1 0	20 0 0	....	640
"	Bingarinhooar	"	16,000	"	"	11 1 0	20 0 0	4,000	....
Forster and Blaxland	Electra	"	17,000	8 Dec., 1854	7 Dec., 1868	10 0 1	20 0 0	....	500
Hieronimus N.	Cookydown	Bligh	16,000	19 Nov., 1855	18 Nov., 1869	10 0 0	20 0 0	....	600
"	Bulgeraga	"	25,000	5 Jan., 1856	4 Jan., 1870	10 5 0	20 0 0	....	640
"	Lower Gerawher, or Geraraway	"	20,480	1 Jan., 1852	31 Dec., 1866	10 0 0	30 0 0	....	640
"	Gounoo	Wellington	30,000	"	"	15 0 0	46 17 6	1,000	Partly suitable for agricultural purposes.
Hodgson A.	Eaton Vale	Darling Downs	65,000	"	"	50 0 0	151 17 6	14,000	1,000	
Hamilton A.	Arable	Maneroo	30,000	"	31 Dec., 1859	25 0 0	75 0 0	10,000	Partly suitable for agricultural purposes.
"	Woolway	"	12,000	"	"	12 10 0	37 10 0	5,000	....
Hurley John	Coolomondra	Lachlan	"	31 Dec., 1866	30 0 0	90 0 0	1,920	Probably suitable for pastoral purposes.
"	Hooghlahan's Creek	"	40,000	"	"	10 0 0	28 2 6	....	600
Hay John	Jegur	Murrumbidgee	30,720	"	"	30 0 0	90 0 0	....	1,920
"	Indi	"	24,000	"	"	12 10 0	37 10 0	....	800
"	Glenken	"	30,360	"	"	15 0 0	46 17 6	....	1,000
"	Waugaradgerie, or Meinur	"	125,176	"	"	45 0 0	135 0 0	18,000	Partly suitable for agricultural purposes.
Hay and Chalmers	Walaregang	"	22,250	"	"	20 0 0	60 18 9	....	1,300
Irving C.	Casino	Clarence	23,040	"	31 Dec., 1859	62 10 0	187 10 0	....	4,000
"	Ellangowan	"	96,000	"	"	37 10 0	117 3 9	2,500	In the vicinity of water carriage, partly suitable for agricultural purposes.
"	Myrtle Creek	"	64,000	"	"	70 0 0	210 18 9	4,500	Partly suitable for agricultural purposes.

RETURN No. 1—Continued.

OCCUPANT.	NAME OF RUN.	DISTRICT.	ESTIMATED EXTENT.	LENGTH OF OCCUPANCY.	EXPIRATION OF LEASE.	RENT.	ASSESSMENT.	GRAZING CAPABILITY.		The character of the Soil; whether or not suitable for the ordinary purposes of Agricultural Settlement; and the contiguity to Water Communication.
								Sheep.	Cattle.	
			Acres.	From	To	£ s. d.	£ s. d.			
Irving C.	Ashby	Clarence	64,000	1 Jan., 1852	31 Dec., 1859	45 0 0	140 12 6	3,000	Part of this Run is within the Settled Districts, in vicinity of water carriage, and partly suitable for agricultural purposes.
"	Double Duke	"	10,000	30 Oct., 1856	29 Oct., 1864	10 0 0	20 0 0	....	600
"	Traveller's Rest	"	16,000	1 Jan., 1852	31 Dec., 1859	10 0 0	30 0 0	640	Partly suitable for agricultural purposes.
"	Chinchilla	Darling Downs	100,000	"	31 Dec., 1866	45 0 0	140 12 6	....	3,000
"	Wongongora	"	64,000	"	"	20 0 0	60 0 0	8,000	}
"	Wallabella	Maranoa	16,000	25 Nov., 1850	24 Nov., 1864	10 4 0	20 0 0	4,000	....
"	Wallabella, North	"	16,000	"	"	10 4 0	20 0 0	....	640
"	Omedool	"	16,000	24 June, 1851	23 June, 1865	10 4 0	20 0 0	4,000	}
"	Dooladie	"	16,000	"	"	10 4 0	20 0 0	4,000	....
"	Mombah	"	20,000	29 May, 1858	"	10 5 0	20 0 0	....	640
"	Undulgumbah	"	20,000	"	"	10 5 0	20 0 0	....	640
"	Corina	"	20,000	"	"	10 5 0	20 0 0	....	640
"	Cumbo	"	40,000	"	"	10 5 0	20 0 0	....	640
"	Tinowon	"	16,000	10 June, 1858	"	25 5 0	10 0 0	4,000	}
"	Amby, No. 1	"	16,000	"	"	15 5 0	10 0 0	4,000	....
"	Tiginban	"	16,000	"	"	15 5 0	10 0 0	4,000	} Suitable for pastoral purposes.
"	Warrill Creek	"	16,000	"	"	15 5 0	10 0 0	4,000	....
"	Barrababel	"	16,000	"	"	15 5 0	10 0 0	4,000	}
"	Bingro Creek	"	16,000	"	"	15 5 0	10 0 0	4,000	....
"	Mooner, No. 1	"	16,000	"	"	15 5 0	10 0 0	4,000	....
"	Cottatalliba	"	16,000	"	"	15 5 0	10 0 0	4,000	....
"	Dinong Padlong	"	16,000	"	"	15 5 0	10 0 0	4,000	}
"	Park	"	16,000	30 Dec., 1851	29 Dec., 1865	10 10 6	20 0 0	....	640
"	Humbolt	"	16,000	"	"	10 10 6	20 0 0	....	640
"	Bruce	"	16,000	"	"	10 10 6	20 0 0	....	640
"	Lauder	"	16,000	"	"	10 10 6	20 0 0	....	640
"	Butchardt	"	16,000	"	"	10 10 6	20 0 0	....	500
"	Yalebone	"	16,000	"	"	11 2 6	20 0 0	4,000 or	640	
"	Oberina	"	16,000	"	"	11 2 6	20 0 0	....	640
"	Pannonia	"	16,000	"	"	11 2 6	20 0 0	400	} Suitable for pastoral purposes only.
"	Wallabilla, Back Block	"	20,000	4 Mar., 1859	"	10 0 0	20 0 0	4,000	....
Jenkins R. L.	Dunwaldudi	Liverpool Plains	16,000	12 Nov., 1856	11 Nov., 1869	10 0 0	20 0 0	4,000	640	}
"	Wooloomon	"	25,600	1 Jan., 1852	31 Dec., 1859	10 0 0	30 0 0	4,000	....
"	Wambromurra	"	25,600	"	"	10 0 0	30 0 0	4,000	} Suitable partly for agricultural purposes.
"	Dungowan	"	25,600	"	"	20 0 0	60 0 0	8,000	....
"	Wcenta Wcc	"	67,200	"	31 Dec., 1866	15 0 0	46 17 6	....	1,000
"	Billeboo	"	16,000	20 Feb., 1858	19 Feb., 1872	10 0 0	20 0 0	640	} Suitable for pastoral purposes only.
Loder Geo., Andrew, & John	Merah	"	48,000	1 Jan., 1852	31 Dec., 1866	12 10 0	42 3 9	....	900
Loder A.	Quirindi, South	"	15,000	"	31 Dec., 1859	15 0 0	45 0 0	6,000	} Suitable partly for agricultural purposes.
"	Doughboy Hollow	"	25,600	"	"	15 0 0	45 0 0	6,000	....

Loder A.	Glen Morrison	New England	28,000	"	'31 Dec., 1866	15 0 0	45 0 0	6,000	....	} Suitable partly for agricultural purposes.
Lord G. W.	Mulguthrie	"	25,000	"	"	15 0 0	45 0 0	....	960	
"	Lower Mulguthrie	"	16,000	11 Sept., 1857	10 Sept., 1871	10 0 0	20 0 0	4,000 or	640	} Suitable partly for agricultural purposes.
"	Island	Lachlan	25,000	1 Jan., 1852	31 Dec., 1866	10 0 0	32 13 3	....	700	
Mort and Laidley	Liddell Forest	Darling Downs	20,000	6 Nov., 1850	5 Nov., 1864	10 0 0	20 0 0	4,000	....	} Suitable partly for pastoral.
"	Liddell Dale	"	20,000	30 Sept., 1851	29 Sept., 1865	10 0 0	20 0 0	4,000	....
Mort H.	Hamilton	"	16,000	1 Jan., 1852	31 Dec., 1866	10 0 0	30 0 0	4,000	....	} Suitable partly for agricultural purposes.
Morris A.—(See Flood, Morris, and Mayne.)										
Macphillamy J.	Binya	Lachlan	32,000	16 Apr., 1856	15 Apr., 1870	12 10 0	20 0 0	....	640	} Suitable partly for pastoral purposes.
"	Barralong	"	23,000	19 Mar., 1856	18 Mar., 1870	12 10 0	20 0 0	....	640	
"	North Barallan	"	23,000	26 Nov., 1857	25 Nov., 1871	10 0 0	20 0 0	4,000	....	} Suitable for pastoral purposes.
Macleay Wm.	Burrabogie, Block A.	Murrumbidgee	41,000	1 Sept., 1855	31 Aug., 1869	22 10 0	10 0 0	4,000	....
"	Burrabogie, Block B.	"	43,000	"	"	22 10 0	10 0 0	4,000	....	} Suitable for pastoral purposes. [purposes. Water carriage, suitable for agricultural In the vicinity of water carriage, suitable for pastoral purposes. Suitable for pastoral purposes.
"	Mulberyong	"	60,000	1 Jan., 1852	31 Dec., 1866	20 0 0	60 0 0	8,000	....
Macleay and Clarke	Ugoble	"	70,500	"	"	22 10 0	67 10 0	9,000	....
"	Uratta, Back Block	"	56,000	31 Dec., 1858	.....	31 0 0	20 0 0	4,000	....	} Suitable for pastoral purposes.
Oakes George	West Cobong	Wellington	20,000	17 Apr., 1850	16 Apr., 1864	15 0 0	20 0 0	....	640	
"	Gillintine and Gobundry	"	16,000	8 Nov., 1854	7 Nov., 1868	10 0 0	20 0 0	4,000 or	640	} Suitable for pastoral purposes.
"	Burrowang	"	38,400	1 Jan., 1862	31 Dec., 1866	15 0 0	46 17 6	....	1,000	
"	Cooibong	"	38,400	"	"	10 0 0	30 0 0	....	640	} Partly suitable for agricultural purposes. Partly suitable for pastoral purposes.
"	Menwonga	"	25,600	"	"	20 0 0	60 0 0	....	1,280	
Russell Wm.	Kena	Gwydir	64,000	"	"	12 10 0	37 10 0	....	800	} Partly suitable for pastoral purposes.
"	Blue Nobby	"	19,200	"	"	12 10 0	36 0 0	....	....
"	Wallangra	"	70,000	"	"	40 0 0	120 0 0	....	2,560	} Partly suitable for agricultural purposes. Partly suitable for pastoral purposes.
Watt W. R.	Bunbaldry	Lachlan	47,000	"	"	12 10 0	37 10 0	....	800	
"	Mallyan	"	22,400	"	"	10 0 0	30 0 0	....	640	} Partly suitable for agricultural purposes.
Walsh W. H. & Fanning F.	Monduran	Wide Bay & Burnett	19,200	24 July, 1857	23 July, 1871	13 16 0	25 0 0	5,000	....
"	Toonburra	"	16,000	21 Apr., 1855	20 Apr., 1869	12 16 0	25 0 0	5,000	....	} Partly suitable for agricultural purposes.
"	Watalcan	"	16,000	24 Dec., 1855	23 Dec., 1869	15 6 0	31 5 0	....	1,000	
"	Cockadoodie	"	16,000	"	"	12 10 0	25 0 0	5,000	....	} Partly suitable for agricultural purposes. Partly suitable for pastoral purposes.
"	Wicke, No. 2	"	16,000	20 Feb., 1856	19 Feb., 1870	14 1 0	20 0 0	4,000	....
"	Littabella	Port Curtis	16,000	4 Mar., 1859	.....	10 0 0	20 0 0	4,000	....	} Suitable for pastoral purposes.
"	Messina	"	16,000	"	"	10 0 0	20 0 0	4,000	....
Richardson and Coxen	Gamma	Darling Downs	16,000	8 Sept., 1857	7 Sept., 1871	11 10 0	20 0 0	4,000	....	} Suitable for pastoral purposes.
"	Alderton	"	16,000	7 Apr., 1858	.....	10 1 0	20 0 0	4,000	....
"	Woodstock	Maranoa	48,000	15 Feb., 1868	14 Feb., 1872	10 1 0	20 0 0	4,000	....	} Suitable for pastoral purposes.
"	Blenheim	"	48,000	"	"	10 1 0	20 0 0	4,000	....
"	Wirginbah	"	32,000	7 Apr., 1858	.....	10 1 0	20 0 0	4,000	....	} Suitable for pastoral purposes.
"	Chadford	"	20,000	"	"	10 1 0	20 0 0	4,000	....
"	Balloonie, South	"	16,000	10 May, 1858	.....	30 1 0	10 0 0	4,000	....	} Suitable for pastoral purposes.
"	Muggleton	"	24,000	5 Jan., 1858	.....	10 0 0	20 0 0	4,000	....

BEING TENANTS OF THE CROWN.

Crown Lands Office,
Sydney, 30 November, 1859.

A. G. McLEAN,
Acting Chief Commissioner of Crown Lands.

No. 2.

A RETURN, shewing the extent to which the pre-emptive right of Purchase has been exercised by Members of the present Legislative Assembly, the Date of Approval by the Executive, and the Amount obtained in each case.

NAME OF MEMBER.	AREA PURCHASED.			DATE OF APPROVAL.	AMOUNT OF PURCHASE.		
	A.	R.	P.		£	s.	d.
Broughton, Thomas.....	327	0	0	20 February, 1857	327	0	0
Douglas, John.....	355	0	0	22 March, 1858	355	0	0
Cummings, William.....	320	0	0	2 June, 1856	320	0	0
Hodgson, Arthur.....	160	0	0	22 March, 1858	160	0	0
".....	495	0	0	" " "	495	0	0
".....	320	0	0	27 April, 1859	344	0	0
".....	160	0	0	" " "	168	0	0
".....	160	0	0	" " "	172	0	0
".....	269	0	0	" " "	282	9	0
".....	160	0	0	" " "	176	0	0
".....	170	0	0	" " "	191	5	0
".....	160	0	0	" " "	168	0	0
".....	160	0	0	" " "	168	0	0
".....	320	0	0	" " "	344	0	0
".....	160	0	0	" " "	168	0	0
".....	160	0	0	" " "	168	0	0
	2,854	0	0	.....	3,004	14	0
Hamilton, Alexander.....	160	0	0	10 July, 1856	160	0	0
".....	192	0	0	16 April, 1857	192	0	0
".....	322	0	0	22 March, 1858	322	0	0
".....	162	1	0	" " "	162	5	0
".....	162	2	0	" " "	162	10	0
".....	235	0	0	" " "	235	0	0
".....	163	0	0	" " "	163	0	0
".....	164	2	0	" " "	164	10	0
".....	160	0	0	" " "	160	0	0
".....	160	0	0	" " "	160	0	0
".....	160	0	0	" " "	160	0	0
	2,041	1	0	.....	2,041	5	0
Hyeronimus, Nicholas.....	320	0	0	12 March, 1856	320	0	0
Handcock, William.....	0	2	0	21 March, 1853	4	0	0
Irving, Clark.....	2,504	0	0	20 February, 1857	2,504	0	0
".....	2,230	0	0	22 March, 1858	2,230	0	0
".....	700	0	0	7 June, 1858	700	0	0
".....	5	2	18	26 July, 1858	44	18	0
	5,439	2	18	.....	5,478	18	0
Jenkins, Richard L.....	28	3	0	23 October, 1856	57	10	0
".....	6	0	0	" " "	48	0	0
".....	14	1	0	" " "	35	12	6
	49	0	0	.....	141	2	6
Loder, Andrew.....	298	0	0	22 March, 1858	298	0	0
".....	445	0	0	" " "	445	0	0
".....	2	0	0	26 July, 1858	16	0	0
".....	1	0	0	" " "	8	0	0
".....	1	0	0	" " "	8	0	0
".....	5	0	0	22 March, 1858	40	0	0
	752	0	0	.....	815	0	0
Mort, Henry..... (Firm of Mort and Laidley).	320	0	0	22 March, 1858	320	0	0
TOTAL..... £	12,778	1	18	.....	13,126	19	6

No. 3.

A RETURN, shewing the Names of the Members of the present Legislative Assembly who are Pastoral Tenants of the Crown for Lands leased within the Settled Districts of the Colony; and the Areas of the Land so leased; the Annual Rent; and the County in which the said Land is situated.

NAME OF MEMBER.	COUNTY.	AREA.		ANNUAL RENT.
		Auction.	Pre-emptive.	
				£ s. d.
Cowper, The Honorable Charles....	Argyle	640	.....	1 0 0
" "	"	640	.....	1 0 0
" "	"	640	.....	1 0 0
" "	"	800	.....	1 5 0
" "	"	610	.....	1 0 0
" "	"	640	.....	1 0 0
" "	"	640	.....	1 0 0
" "	"	640	.....	1 0 0
" "	"	640	.....	1 0 0
" "	"	640	.....	1 0 0
" "	"	700	.....	1 2 0
" "	"	640	.....	1 0 0
" "	"	640	.....	1 0 0
" "	"	740	.....	1 3 2
" "	"	340	.....	1 9 6
" "	" .....	.....	700	1 2 0
" "	" .....	.....	700	1 2 0
" "	" .....	.....	640	1 0 0
" "	" .....	.....	640	1 0 0
" "	" .....	.....	640	1 0 0
" "	" .....	.....	640	1 0 0
" "	" .....	.....	640	1 0 0
" "	" .....	.....	640	1 0 0
" "	" .....	.....	640	1 0 0
" "	" .....	.....	700	1 2 0
" "	" .....	.....	640	1 0 0
" "	" .....	.....	640	1 0 0
		3,580	8,500	28 5 8
Cribb, Robert	Stanley	640	.....	1 0 0
"	"	640	.....	1 0 0
"	"	360	.....	1 10 0
"	"	800	.....	1 5 0
		3,040	.....	4 15 0
Cummings, William	Roxburgh.....	640	.....	1 0 0
"	"	640	.....	1 0 0
"	"	900	.....	1 8 4
"	"	1,000	.....	1 14 8
"	"	1,000	.....	1 11 4
"	"	640	.....	1 0 0
"	"	970	.....	1 10 6
"	"	720	.....	1 2 6
"	"	640	.....	1 0 0
"	"	640	.....	1 0 0
"	"	1,150	.....	1 16 0
" .....	" .....	.....	800	1 5 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	1,050	1 13 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	1,200	3 15 0
" .....	" .....	.....	800	1 5 0
" .....	" .....	.....	1,000	1 11 4
" .....	" .....	.....	950	1 9 10
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
		8,940	10,280	32 2 6
Close, Edward Charles	Northumberland .....	.....	640	1 0 0
	Carried forward	21,560	19,420	66 3 2

MEMBERS OF THE ASSEMBLY

RETURN No. 3—Continued.

NAME OF MEMBER.	COUNTY.	AREA.		ANNUAL RENT.
		Auction.	Pre-emptive.	
	Brought forward	21,560	19,420	£ s. d. 66 3 2
Gray, Samuel William	Camden	640	.....	1 0 0
"	"	640	.....	1 0 0
"	"	640	.....	1 0 0
"	"	640	.....	1 0 0
"	"	750	.....	1 3 6
"	"	640	.....	1 0 0
		3,950	.....	6 3 6
Hyeronimus, Nicholas	Wellington .....	.....	1,200	1 17 6
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
		.....	8,240	12 17 6
Irving, Clark	Clarence .....	.....	1,280	2 0 0
Jamison, Robert	Stanley	640	.....	1 0 0
Murray, Terence Aubrey	Murray	700	.....	1 2 0
"	"	800	.....	1 5 0
"	"	640	.....	1 0 0
"	"	1,000	.....	1 11 4
"	"	1,600	.....	2 10 0
"	"	640	.....	1 0 0
"	"	1,080	.....	1 13 10
"	"	640	.....	1 0 0
"	"	640	.....	1 0 0
"	"	870	.....	1 7 4
"	"	750	.....	1 3 6
"	"	640	.....	1 0 0
"	"	640	.....	1 0 0
"	"	1,080	.....	1 13 10
"	"	960	.....	1 10 0
"	"	700	.....	1 2 0
"	"	1,000	.....	1 11 4
"	"	1,260	.....	3 9 0
"	"	640	.....	1 0 0
"	"	960	.....	1 10 0
"	"	900	.....	1 8 2
"	"	640	.....	1 0 0
"	"	640	.....	1 0 0
"	"	960	.....	1 10 0
"	"	640	.....	1 0 0
"	"	640	.....	1 0 0
"	"	1,150	.....	1 16 0
"	"	1,150	.....	1 16 0
"	"	800	.....	1 5 0
"	"	820	.....	1 5 8
"	"	1,200	.....	1 17 6
"	"	1,150	.....	1 16 0
"	Argyle	640	.....	1 0 0
"	"	880	.....	1 7 8
"	"	880	.....	1 7 8
"	King	1,100	.....	1 14 8
"	Murray	1,100	.....	1 14 8
"	"	1,160	.....	1 16 4
"	"	640	.....	1 0 0
"	"	970	.....	1 10 4
"	"	970	.....	1 10 4
"	"	960	.....	1 10 0
"	Argyle	880	.....	1 6 0
	Carried forward..	19,880	18,230	61 1 2
	Carried forward	26,150	28,940	88 4 2

BEING TENANTS OF THE CROWN.

9

RETURN No. 3—Continued.

NAME OF MEMBER.	COUNTY.	AREA.		ANNUAL RENT.		
		Auction.	Pre-emptive.	£	s.	d.
	Brought forward.....	26,160	28,940	88	4	2
Murray, Terence Aubrey—Cont. ...	Brought forward..	19,830	18,230	61	1	2
"	King	760	.....	1	4	0
"	"	760	.....	1	4	0
" .....	" .....	.....	460	1	0	0
"	Argyle .....	.....	640	1	0	0
"	"	640	.....	1	0	0
"	"	640	.....	1	0	0
"	"	640	.....	1	0	0
"	"	1,280	.....	2	0	0
" .....	" .....	.....	640	1	0	0
" .....	" .....	.....	700	1	2	0
" .....	" .....	.....	640	1	0	0
		24,550	21,310	73	11	2
Mort, Henry	Stanley .....	.....	24,800	38	17	0
" .....	" .....	.....	700	1	2	0
" .....	" .....	.....	1,400	2	4	0
		.....	26,900	42	3	0
Oakes, George	King .....	.....	640	1	0	0
" .....	" .....	.....	850	1	6	8
" .....	" .....	.....	640	1	0	0
		.....	2,130	3	6	8
Robertson, The Honorable John....	Durham	700	.....	1	1	11
"	"	640	.....	1	0	0
"	"	640	.....	1	0	0
"	Brisbane	640	.....	1	0	0
"	"	640	.....	1	0	0
" .....	" .....	.....	640	1	0	0
" .....	" .....	.....	640	1	0	0
"	"	840	.....	1	6	11
"	"	640	.....	1	0	6
" .....	" .....	.....	900	1	8	2
" .....	" .....	.....	640	1	0	0
" .....	" .....	.....	640	1	0	0
" .....	" .....	.....	1,080	1	13	9
" .....	" .....	.....	640	1	0	0
" .....	" .....	.....	1,180	1	17	0
" .....	" .....	.....	1,180	1	17	0
" .....	" .....	.....	640	1	0	0
" .....	" .....	.....	640	1	0	0
" .....	" .....	.....	640	1	0	0
		4,740	9,460	22	5	3
Rotton, Henry	Roxburgh	640	.....	1	0	0
" .....	" .....	.....	640	1	0	0
" .....	" .....	.....	640	1	0	0
" .....	" .....	.....	640	1	0	0
" .....	" .....	.....	640	1	0	0
		640	2,560	5	0	0
Russell, William	Roxburgh .....	.....	640	1	0	0
" .....	" .....	.....	1,040	1	12	6
" .....	" .....	.....	700	1	2	0
" .....	" .....	.....	900	1	8	2
" .....	" .....	.....	960	1	10	0
" .....	" .....	.....	800	1	6	0
" .....	" .....	.....	1,130	1	15	4
"	"	640	.....	1	0	0
"	"	640	.....	1	0	0
"	Durham .....	.....	640	1	0	0
" .....	" .....	.....	640	1	0	0
" .....	" .....	.....	640	1	0	0
	Carried forward..	1,280	8,090	14	13	0
	Carried forward	56,080	91,300	234	10	3

12 MEMBERS OF THE ASSEMBLY BEING TENANTS OF THE CROWN.

RETURN No. 3—Continued.

NAME OF MEMBER.	COUNTY.	AREA.		ANNUAL RENT.
		Auction.	Pre-emptive.	
	Brought forward.....	56,080	91,300	£ s. d. 234 10 3
	Brought forward..	1,280	111,121	175 14 6
Russell, William—Cont.	Brisbane .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
"	Durham .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
"	Brisbane .....	.....	640	1 0 0
" .....	" .....	.....	640	1 8 0
" .....	" .....	.....	640	5 12 0
" .....	" .....	.....	640	7 10 0
" .....	" .....	.....	640	9 10 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	640	1 0 0
" .....	" .....	.....	800	7 7 6
" .....	" .....	.....	640	4 8 0
" .....	" .....	.....	640	5 11 0
" .....	" .....	.....	800	5 17 6
" .....	" .....	.....	640	3 15 0
" .....	" .....	.....	640	1 15 0
" .....	" .....	.....	800	1 10 0
		11,840	117,041	243 18 6
Walsh, William Henry *	Clinton .....	.....	16,000	25 0 0
" .....	" .....	.....	16,000	25 0 0
" .....	" .....	.....	16,000	25 0 0
		.....	48,000	75 0 0
	TOTAL.....	67,920	256,341	553 8 9

* Partnership of Walsh and Fanning.

Surveyor General's Office,
Sydney, 30 November, 1859.

A. G. McLEAN

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

LAND TAX BILL.

(PETITION FROM RAYMOND TERRACE AGAINST THE PASSING OF.)

Ordered by the Legislative Assembly to be Printed, 10 April, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the undersigned Landed Proprietors, Tenants, and others, inhabitants of Raymond Terrace and its vicinity,—

MOST RESPECTFULLY SHEWETH:—

That your Petitioners beg to adopt this the legitimate mode of representing their views on the Land Tax Bill now before your Honorable House, and to state their earnest conviction that the passing of such a measure would result in serious and lasting injury to the best interests of the country—that it would not only be land-owners and occupiers of land, but indirectly, yet nevertheless as certainly, the trading classes and the community at large who would be hurtfully affected by the impost.

That your Petitioners protest against the principle of the tax on the broad ground of its being a class one, which is uncalled for in, and would be very baneful to, a young colony such as this. They also respectfully maintain that if additional revenue be required, it should be obtained rather from the luxuries and indulgencies of life, than from its very system of support.

That your Petitioners, however, believe the object of the proposed impost to be more for the purpose of preventing land from being bought up by speculatists than for that of revenue. If so, your Petitioners submit that if it have that effect, it will also serve to defeat the very Land Bill it appears the Land Tax Bill is framed to support; for if the proposed subsidy would be sufficient to check monopoly, it would have a similar effect on the intentions of *bona fide* purchasers of land.

That your Petitioners conceive, if the purpose of the Bill is the prevention of monopoly, that a special tax upon unoccupied land would have the desired result, without intrenching upon real buyers.

That, holding these views, your Petitioners humbly pray that your Honorable House will take these premises into consideration, and not pass the Bill into law.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 166 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859.

Legislative Assembly.
NEW SOUTH WALES.

MR. SAMUEL CLIFT.

(PETITION OF.)

Ordered by the Legislative Assembly to be Printed, 23 September, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The humble Petition of Samuel Clift,—

SHEWETH :—

That in or about the year 1837 your Petitioner entered into possession of a run or station called Doono, situate in the District of Liverpool Plains; one Joseph Merrick, who at the time occupied the said run under a license from the Crown, having transferred his interest therein to your Petitioner.

That, from the time your Petitioner first entered into possession of the said run down to the present time, your Petitioner has continually and uninterruptedly held a license from the Crown to occupy the said run under the name of Doono, and has continually and uninterruptedly occupied the same with sheep and cattle, and has regularly paid to the Crown his license fees for the said run, and assessments on stock depasturing thereon.

That about the year 1841 your Petitioner took legal proceedings against Mr. Edward Uhr, who had without your Petitioner's authority or permission placed some sheep on a portion of the said run, and compelled him to remove the said sheep.

That about the year 1844 some sheep of Mr. John Eales were placed on the said run without your Petitioner's authority or permission, and your Petitioner in like manner caused them to be removed.

That for several years your Petitioner's right to the said run was not disputed by anyone.

That in consequence of a claim set up by Mr. William Nowland, who had got possession of a piece of land called Wallalla, adjoining Doono on the south, one of the Boundary Commissioners appointed under the Act of Council 11th Victoria, No. 61, was directed by His Excellency the Governor General to investigate the dispute between your Petitioner and Mr. Nowland, as to the respective boundaries of Doono and Wallalla.

That about the year 1848 or 1849 the Boundary Commissioner accordingly held an investigation under and by virtue of the said Act of Council, and reported, as your Petitioner has been informed, against the claim of Mr. Nowland and in favor of your Petitioner.

That, in reference to the said Report of the Boundary Commissioner, your Petitioner received from Colonel Barney, Chief Commissioner of Crown Lands, a letter, of which the following is a copy :—

*Crown Lands Office,
Sydney, 21 July, 1851.*

Sir,

His Excellency the Governor General having been pleased to confirm the final Report of the Commissioner appointed, under the Act of Council 11 Victoria, No. 61, to investigate the case of disputed boundary noted in the margin, I am now directed to forward, for your information, a description of the approved boundaries, subject to which the leases of the respective runs will be prepared.

I have, &c.,
GEO. BARNEY,
Chief Commissioner of Crown Lands.

Which letter has an endorsement in the following words :—

Boundary line between Wallalla and Doono :—To run from the junction of Dry Creek in a direction as nearly rectangular with the course of the river as possible, running back to Wyndham's station, Colly Blue Mountain, joining Lang's station at the Oak Tree, Breeza.

GEO. BARNEY,
Chief Commissioner of Crown Lands.

That the said endorsement describes the run called Doono as occupied by your Petitioner from the year 1837 to the present time.

That about the year 1848 or 1849 some sheep of Mr. John Eales were again placed on a part of the Doono, and the dispute between your Petitioner and Mr. Eales was also referred by His Excellency the Governor General to one of the Boundary Commissioners for investigation; and that the Boundary Commissioner held an investigation accordingly, and reported thereon to His Excellency the Governor General.

That in reference to the said dispute between your Petitioner and Mr. Eales, your Petitioner received from Colonel Barney a letter, of which the following is a copy :—

*Crown Lands Office,
Sydney, 20 November, 1851.*

Sir,

His Excellency the Governor having been pleased to disallow the final Report of the Commissioner appointed under the Act of Council 11 Victoria, No. 61, to investigate the case of disputed boundary noted in the margin, I am now directed to forward for your information a description of the approved boundaries, subject to which the leases of the respective runs will be prepared.

I have, &c.,
GEO. BARNEY,
Chief Commissioner of Crown Lands.

Which letter also had an endorsement in the following words :—

Boundary between Doono and Wallalla :—Commencing at a marked tree at the junction of Dry Creek with the Mooki River, and proceeding east as nearly as possible rectangular with the course of the river to the Breeza Road, and along that road north so as to throw the land in dispute within the Doono station.

GEO. BARNEY,
Chief Commissioner of Crown Lands.

That the latter description refers only to the part of Doono then in dispute between your Petitioner and Mr. Eales, but so far as it goes entirely corresponds with and confirms the description contained in the endorsement on Colonel Barney's letter of the 21st July, 1851.

That, notwithstanding the Report of the Boundary Commissioner, confirmed as it was by His Excellency the Governor General, as notified in Colonel Barney's letter of the 21st July, 1851, and subsequently re-affirmed by His Excellency, as notified in Colonel Barney's letter of the 20th November, 1851, Mr. William Nowland has trespassed upon Doono with large numbers of cattle.

That, after various other proceedings, your Petitioner in the year 1856 commenced an action in the Supreme Court against Mr. Nowland, for trespassing with his cattle upon Doono, your Petitioner claiming as Doono the land described in the endorsement on Colonel Barney's letter of the 21st July, 1851, and that Mr. Nowland soon after commenced a cross-action against your Petitioner for trespassing on Wallalla, claiming Doono as a part of Wallalla.

That both the actions came on for trial at the Maitland Assizes in September, 1857.

That the action of your Petitioner against Nowland was first tried, and the Jury found a verdict for your Petitioner,—thus finding that Doono, as described in the letters hereinbefore referred to, was your Petitioner's land.

That

That Mr. Nowland subsequently applied for a new trial, which was refused, and that judgment was eventually entered up for your Petitioner.

That while the cross-action of Nowland against your Petitioner was being tried, an arrangement took place by which your Petitioner consented to a verdict for Mr. Nowland, with nominal damages, but only as to the land south of Doono as described in the letters hereinbefore mentioned, which land your Petitioner never claimed,—Mr. Nowland thus virtually admitting that he was not then able to support his claim to Doono.

That, notwithstanding the result of these actions, Mr. Nowland commenced another action against your Petitioner for trespasses upon Wallalla, again claiming Doono as part of Wallalla.

That the said action was tried in Sydney in February, 1858, when a verdict was returned for Mr. Nowland.

That a new trial was granted by the Supreme Court, and that a second trial took place in Sydney, commencing in May, and, after adjournments, terminating in August, 1859, having occupied the Court for fourteen days, when the Jury not agreeing was discharged without finding a verdict.

That, as the witnesses are necessarily very numerous and brought from distant parts of the country, these actions are from their expense almost ruinous, and in every respect most harassing to your Petitioner.

That, as your Petitioner believes, no license was issued by the Crown for the run called Wallalla, until several years after your Petitioner obtained a license for Doono.

That your Petitioner humbly submits, that the confirmation by His Excellency the Governor General of the final Report of the Boundary Commissioner, as notified in Colonel Barney's letter of the 21st July, 1851, and the subsequent virtual re-affirmation of His Excellency's decision, as notified in Colonel Barney's letter of the 20th November, 1851, clearly entitled your Petitioner to a lease of Doono, as described in the endorsements on the said letters.

That your Petitioner has made several applications to the Government for a lease of Doono in accordance with the said descriptions, but hitherto without success.

That your Petitioner further submits that the withholding by the Government of such a lease has subjected your Petitioner to the expensive and harassing law proceedings hereinbefore mentioned.

Your Petitioner therefore humbly prays that your Honorable House will take the premises into your consideration, and cause such proceedings to be taken in reference thereto as to your Honorable House may seem fit.

And your Petitioner will ever pray, &c.

his
SAMUEL X CLIFT.
mark

Dated this 7th day of September, 1859.

The mark of Samuel Clift was hereto affixed in my presence,
R. W. THOMPSON,
Solicitor, West Maitland.

1859.

Legislative Assembly.

NEW SOUTH WALES.

LICENSES AND ASSESSMENT PAID BY
CLARK IRVING, ESQ.

(RETURN RELATIVE TO.)

Ordered by the Legislative Assembly to be Printed, 13 December, 1859.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 22 September, 1859, That there be laid upon the Table of this House,—

“ A Return shewing all sums payable by Mr. Clark Irving, for
“ Licenses as well as Assessments, in 1858 and 1859.”

(*Mr. Black.*)

LICENSES AND ASSESSMENT PAID BY CLARK IRVING, ESQ.

RETURN shewing all sums payable by MR. CLARK IRVING for Licenses as well as Assessments, in 1858 and 1859.

RUN.	RENT OR LICENSE.		ASSESSMENT.		TOTAL FOR EACH DISTRICT.
	1858.	1859.	1858.	1859.	
<i>Clarence District.</i>	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Casino	62 10 0	62 10 0	187 10 0	187 10 0	
Ellengowan	37 10 0	37 10 0	117 3 9	117 3 9	
Myrtle Creek	70 0 0	70 0 0	210 18 9	210 18 9	
Ashby	45 0 0	45 0 0	140 12 6	140 12 6	
Double Duke	10 0 0	10 0 0	20 0 0	20 0 0	
Travellers' Rest	10 0 0	10 0 0	30 0 0	30 0 0	1,882 10 0
<i>Darling Downs District.</i>					
Chinchilla	45 0 0	45 0 0	140 12 6	140 12 6	
Wongongera	20 0 0	20 0 0	60 0 0	60 0 0	531 5 0
<i>Gwydir District.</i>					
*Tyrceel		27 10 0		82 10 0	
*Morce		10 0 0		30 0 0	
*Bullerawa		14 0 0		20 0 0	184 0 0
<i>Maranoa District.</i>					
Mombah	12 16 3	10 5 0	20 0 0	20 0 0	
Undulgumbal	12 16 3	10 5 0	20 0 0	20 0 0	
Gorinna	12 16 3	10 5 0	20 0 0	20 0 0	
Cumbo	12 16 3	10 5 0	20 0 0	20 0 0	
Tinowoor	31 11 3	25 5 0	10 0 0	10 0 0	
Amby, No. 1	19 1 3	15 5 0	10 0 0	10 0 0	
Tigniban	19 1 3	15 5 0	10 0 0	10 0 0	
Warrill Creek	19 1 3	15 5 0	10 0 0	10 0 0	
Barrabanbel	19 1 3	15 5 0	10 0 0	10 0 0	
Bingro Creek	19 1 3	15 5 0	10 0 0	10 0 0	
Moonee, No. 1	19 1 3	15 5 0	10 0 0	10 0 0	
Collitaliba	19 1 3	15 5 0	10 0 0	10 0 0	
Dimongpadlong	19 1 3	15 5 0	10 0 0	10 0 0	
Couthalla			20 0 0		
Wattaneby			20 0 0		
Munmean			20 0 0		
Tingin			20 0 0		
Tingin Upper			20 0 0	20 0 0	
Wallabella		10 4 0	20 0 0	20 0 0	
Wallabella North		10 4 0	20 0 0		
Yeulba			20 0 0		
Horse Track Creek			20 0 0		
Bibble			20 0 0	20 0 0	
Omedool		10 4 0	20 0 0	20 0 0	
Dooladic		10 4 0	20 0 0		
Murra Murra			20 0 0	20 0 0	
Park		10 10 6	20 0 0	20 0 0	
Humboldt		10 10 6	20 0 0	20 0 0	
Bruce		10 10 6	20 0 0	20 0 0	
Lander		10 10 6	20 0 0	20 0 0	
Buchardt		10 10 6	20 0 0	20 0 0	
Yalebone		11 2 6	20 0 0	20 0 0	
Oberina		11 2 6	20 0 0	20 0 0	
Pannonica		11 2 6	20 0 0	20 0 0	
Centerbit			20 0 0		
Wallabella Back Block		10 0 0		20 0 0	
Donga		10 4 0		20 0 0	
Algiers		14 4 0		20 0 0	
Tripoli		14 4 0		20 0 0	
Morocco		14 4 0		20 0 0	
					1,733 3 3
GRAND TOTAL £					4,330 18 3

* Held by Higgings, Betteridge, and Irving.

HENRY LANE,

Under Secretary.

The Treasury, New South Wales,
8 December, 1859.

1859-60.

Legislative Assembly.
NEW SOUTH WALES.

ASSESSMENT ON RUNS.

(DESPATCHES RESPECTING ROYAL ASSENT TO ACT 22 VIC., No. 17.)

Ordered by the Legislative Assembly to be Printed, 24 January, 1860.

THE GOVERNOR GENERAL to THE SECRETARY OF STATE FOR THE COLONIES.
(No. 176.)

*Government House,
Sydney, 17 November, 1858.*

SIR,

I have the honor to forward herewith an Act (No. 17) of the Legislature of New South Wales, to which I have assented in the name and on the behalf of Her Majesty.

This enactment is intituled "an Act to impose an Assessment on Runs in the " Unsettled and Intermediate Districts, and to increase the Rent of Lands leased for Pastoral " purposes within the Settled Districts of New South Wales."

The circumstances connected with the giving of my assent to this Act are so peculiar that I feel that I should not be justified in forwarding it for Her Majesty's approval without some more detailed explanation than is usually considered necessary.

It appears that when this Act, having been passed by the Legislative Assembly, was submitted to the Legislative Council it received the assent of the majority, but certain members were permitted to enter a protest against it. It was then brought up to me in the usual manner, no reference being made to the protest, and was by me as usual submitted to the Law Officers, with directions to state whether in their opinion there was any objection to my giving my assent to it, or whether I was required under the provisions of the Constitution or any other Acts, or the Royal Instructions, to withhold my assent to it, or to reserve it for the signification of Her Majesty's pleasure.

In reply to these directions I received from Mr. Lutwyche, the then Solicitor General, a written opinion, a copy of which is enclosed, in which he alludes to the protest signed by certain Members of the Legislative Council, and in his own name, and in that of Mr. Martin, the then Attorney General, repudiates altogether the validity of the arguments upon which the legality of the measure was impugned. To this letter, however, was appended a memorandum by the Attorney General, dated on the day but one previous to his resignation of office, stating that he could not concur in the opinion given by the Solicitor General for reasons therein stated—a copy of this memorandum is also herewith transmitted.

Under these very peculiar circumstances, I felt myself bound to consider not merely the legal and technical grounds upon which the objections to the Act were based, but also the spirit in which the particular clause in the Constitution was framed, to which reference is made by the Attorney General, and thus to form my own opinion upon the objections raised to the legality of this enactment. Having satisfied myself that these objections were not well-founded, I gave my assent to the Act in the usual form, and I will now proceed to lay before you the reasons which have induced me to differ from the view taken by the Attorney General, and to concur in that taken by the Solicitor General.

Printed Copy.

Printed Copy.

The 58th clause in the Constitution Act, after repealing the Land Sales Act, vests the entire management and control of the Waste Lands belonging to the Crown in the Legislature of the Colony, with this proviso:—"That nothing therein contained shall affect or be construed to affect any contract, or to prevent the fulfilment of any promise or engagement made by or on behalf of Her Majesty with respect to any Lands situate in the said Colony, in cases where such contracts or engagements have been lawfully made before the time at which this Act shall take effect within this Colony, nor to disturb or in any way interfere with or prejudice any vested or other rights which have accrued or belong to the licensed occupants or lessees of any Crown Lands within or without the Settled Districts, under or by virtue of the Act of Parliament passed in the 9th and 10th year of the Reign of Her Majesty, or of any Order in Council issued in pursuance thereof."

The Orders in Council herein referred to, after stating the minimum rent to be paid for a run estimated in accordance with a scheme laid down, as capable of carrying a given number of cattle or sheep, say (cap. 2, sec. 4):—"The rents to be paid are to be reserved exclusively of any existing assessments of taxes or rates on sheep or cattle, and are to be paid without abatement on account of the existing or any future assessments of taxes or rates on sheep or cattle, and are in no way to interfere with the right of the Colonial Legislature to impose from time to time such assessments as may be deemed advisable."

The Act which I forward herewith imposes an assessment, not upon the sheep and cattle actually depastured upon the run, but upon the number which it shall have been estimated upon competent authority to be capable of carrying. The main object of the Legislature in making this alteration was to secure the Colony from a nuisance which has sprung up of late years, in consequence of the demand for runs, in the shape of a set of jobbers in runs, who, without any intention of ever occupying the country, tender for the occupancy of extensive districts, which they afterwards sell at a high premium to the flock-owners who are in want of fresh pasturage for their increasing flocks.

The imposition of an assessment upon the quantity of stock which a run is estimated to carry is in point of fact a bonus to a *bona fide* occupant, as in hardly any case does this estimated quantity, which is assumed to represent the average capabilities of the run during a long range of seasons equal the amount actually depastured. But it is calculated to check the operations of the jobber. Is there then anything illegal in the enactment?

In the first place it is clear that by the very wording of the Order in Council, and from what has taken place in the Colony of Victoria, that it is perfectly within the competence of the Legislature to impose any amount of assessment upon sheep and cattle which might seem to be advisable, and in imposing so small a charge, as compared with that enacted in Victoria, the Legislature has shewn itself careful of the interests of the important class affected by the present law.

In the second place it is perfectly clear that it is within the power of the Legislature to make any provision for the occupancy of lands, or to impose any rent or assessment which may appear to it advisable, upon persons who may have occupied Crown Land since the passing of the Constitution Act, or who may hereafter occupy such land; and, therefore, that as far as regards these persons there can be no doubt of the legality of the present enactment.

Does, then, the mode in which the assessment upon stock is now proposed to be levied, in any way prejudice any vested rights in the possession of those who occupied land or held leases previous to the passing of the Constitution Act? I do not think it can be held to do so. As I have before said, I believe that the amount of the assessment to be paid by individual occupants will be, in nearly every case, upon a smaller number of cattle and sheep than those actually pastured by them. And should there be any individual in the Colony who can have been so little alive to his own interests as to keep his run unstocked for the last three years, and thus be liable under the present enactment to pay an assessment upon sheep and cattle which he does not possess, he would have a remedy at law, on showing that in his individual case the agreement under which he held his run had been violated, and the proviso of the Constitution Act had not been complied with. It would, however, I hold, be most impolitic to interfere with the powers which have been so fully conceded to the Legislature, upon the grounds that, in a case most improbable to occur, some possible injustice

ASSESSMENT ON RUNS.

2

injustice might be done to an individual, or a set of individuals, for whom the law would provide with a distinct remedy,—and I would beg to express an earnest hope that Her Majesty would not exercise Her power of disallowing a Bill which is calculated to set at rest a very vexatious question in a manner which cannot be considered in any way oppressive or unjust.

I have, &c.,

W. DENISON.

THE RIGHT HONORABLE

SIR E. BULWER LYTTON, BART.

THE SECRETARY OF STATE FOR THE COLONIES to THE GOVERNOR GENERAL.

(No. 35.)

Downing-street,

9 April, 1859.

SIR,

I have received your Despatch, No. 176, of the 17th of November last, forwarding, with a full explanation of your reasons for assenting to the same, the copy of an Act passed by the Legislative Council and Assembly of New South Wales, entitled "An Act to impose an Assessment on Runs in the Unsettled and Intermediate Districts, and to increase the Rent of Lands leased for Pastoral purposes within the Settled Districts of New South Wales."

I have also received a letter addressed to the Secretary of State, by Mr. Holt, Chairman of a Meeting held at Sydney on the 8th of December last, in which he informs me, that, in accordance with the resolutions passed upon the occasion, petitions will be framed and forwarded to this office, praying Her Majesty to disallow the enactment.

Looking to the great interests involved in the passing of this Act, and to the doubts which exist in respect of its validity, I have to inform you that I cannot advise Her Majesty to prejudge, by assenting to this enactment, a doubtful question of law, which would be most properly and completely decided by the local Courts of Justice.

If the Act be really illegal, it is open to those persons who may consider themselves aggrieved by it to protect themselves by an action before the Supreme Court; and, if it be not, I should regret for the sake of the Colony at large to disallow it on a merely legal ground.

Under these circumstances, therefore, the Act will be permitted to remain in operation, unless within the period allowed for its disallowance its repugnance to the Imperial Act shall be conclusively established by the sentence of a Court of Law.

I have, &c.,

CARNARVON,

(in the absence of Sir E. Lytton.)

GOVERNOR

SIR W. DENISON, K.C.B.,

&c., &c., &c.

THE GOVERNOR GENERAL to THE SECRETARY OF STATE FOR THE COLONIES.

(No. 69.)

*Government House,**Sydney, 4 August, 1859.*

SIR,

I have the honor to acknowledge the receipt of your Despatch, No. 35, dated 9th April, 1859, on the subject of the allowance by Her Majesty of the Act of the Legislature of this Colony, 22nd Victoria, No. 17, intituled, "An Act to impose an Assessment on Runs in the Unsettled and Intermediate Districts, and to increase the Rent of Land leased for Pastoral purposes within the Settled Districts of New South Wales."

Looking to the very peculiar circumstances under which this enactment was submitted for approval, and to the fact that, in a letter addressed to the Secretary of State by Mr. Holt, information was given of the probable arrival of Petitions praying for the disallowance of the Act, I could hardly expect that it would be in your power to follow any course but that notified in your Despatch.

ASSESSMENT ON RUNS.

I have, however, great pleasure in stating, for your information, that no opposition has as yet been made to the collection of the Assessment; even Mr. Holt, the Chairman of the meeting, who addressed you on the subject of the disallowance of the Act, has quietly paid the amount charged for the Runs in which he is interested; and the following statement will show that the advantages given by the Act have been generally accepted by the occupiers of Runs, and the legality of the Act acquiesced in:—

	LESSEES.	RUNS.
Total number on which Assessment is payable	1,652	3,086
Unpaid	42	84
<i>Of these forty-two the following is the Classification:—</i>		
Disregarded the law	26	51
Sent in claims for exemption	6	14
Lodged the amount without the fine due for non-payment	10	19
	42	84

I have reason to believe that, of the 26 who have disregarded the claim made by the Government, in accordance with the Act, many, if not the whole, will be found to have taken up Runs on speculation, and to have no intention of retaining them; and I have very little doubt that I shall be able shortly to report the payment of all the sums due under the enactment, the legality of which has been impugned, in my opinion, on insufficient grounds.

I have, &c.,

THE RIGHT HONORABLE
SIR E. BULWER LYTTON, BART.

W. DENISON.

THE SECRETARY OF STATE FOR THE COLONIES to THE GOVERNOR GENERAL.

(No. 34.)

Downing-street,

28 October, 1859.

SIR,

I have to acknowledge the receipt of your Despatch, No. 69, of the 4th August last, reporting that the Act passed by the Legislature of New South Wales in 1858 (No. 17), to increase the Assessment and Rent of Lands leased for Pastoral purposes, had hitherto worked satisfactorily, and that no serious question had been raised in the Colony respecting the legality of this enactment.

I have, &c.,

GOVERNOR SIR WILLIAM DENISON, K.C.B.,
&c., &c., &c.,
New South Wales.

NEWCASTLE.

1859.

Legislative Assembly.
NEW SOUTH WALES.

MR. JOHN MALLEY.

(COMPLAINING OF PREMATURE DISMISSAL.)

Ordered by the Legislative Assembly to be Printed, 20 September, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of John Malley, late Railway Surveyor to the Government,—

MOST RESPECTFULLY SHEWETH:—

That your Petitioner was engaged and appointed in London, on the 27th of June, 1855, as one of the Surveyors for New South Wales, by Edward Barnard, Esquire, Agent General for the Colonies, to survey, by contract, for a period of three years from the date of his arrival in the Colony, full work being guaranteed for those three years, at a certain scale of fees, as mentioned in the enclosure of His Excellency the Governor General's Despatch of the 20th of June, 1854 (No. 80, Executive.)

2. That on your Petitioner's arrival in Sydney, on the 26th of November, 1855, he, at the request of the Government, accepted an appointment as Railway Surveyor, at a salary of £400 per annum, and £400 for allowances, on the perfect understanding of being employed for three years, as per original agreement, otherwise he would not have accepted it.

3. That your Petitioner was ordered to Moreton Bay, and remained in that District from the 28th of January, 1856, until the 12th of October, 1857, during which time he performed the duties of his appointment, as hereinafter specified, viz.:—Explored, in company with two other gentlemen, the whole of the country from Brisbane to Warwick, and from the east of Spicer's Peak to Drayton, in all about 500 miles, to determine the best general direction for crossing the Range, for that portion of the Great Northern Railway Line between Brisbane and Warwick.

4. Having determined the best general direction over the Range, your Petitioner assisted in selecting, cutting, and ranging out the first 47 miles.

5. That your Petitioner measured, staked, and marked out the base lines of those 47 miles, as well as made the survey to a considerable distance on each side.

6. That your Petitioner selected, cut, ranged out, and surveyed, the next 13 miles, in all 60 miles of Railway, containing 29,000 acres, made the whole of the surveys, protracted the angles, laid down the work, plotted and finished the plans, as well as levelled 32 miles in and about the Town of Ipswich, and inserted the heights on the Plan, for the information of the Railway Commissioners.

7. Your Petitioner received orders, on the 12th of October, 1857, to proceed to Sydney, to receive fresh instructions and see the state of the work, leaving his men and equipment in the bush, as he received no orders relative to them; and on his arrival in Sydney, he reported himself at Head Quarters, on the 18th October, and delivered the Plans and Field Books complete in every respect in the Office, and attended daily for six weeks without receiving any notice of displeasure, and without any fault being found with his work.

8. That, notwithstanding, on the 2nd of December, your Petitioner received notice of dismissal, for the 1st of January, 1858, by which he was deprived of one year of the term of his agreement, on the short notice of one month, his establishment still remaining in the North.

9. That your Petitioner has performed his duties according to his instructions, and has worked zealously and honestly, and could not have done more than he has done, taking the nature of the country, bad weather, rising of creeks, and every other difficulty into account, and that no better line could be found in the general direction pointed out by the instructions received.

10. That your Petitioner most respectfully submits, that he has done nothing to deprive him of one year of the term of his engagement, nor to warrant his dismissal in so summary a manner.

Your Petitioner therefore prays your Honorable House to take the premises into your favorable consideration, and accord to him that justice which upon the merits of the case he may appear entitled to.

And your Petitioner, as in duty bound, will ever pray.

JOHN MALLEY.

1859-60.

—
Legislative Assembly.
 NEW SOUTH WALES.

GRIEVANCES.
 (PETITION OF JOHN MALLEY.)

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON

G R I E V A N C E S .

(PETITION OF JOHN MALLEY.)

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
 27 April, 1860.

SYDNEY:
 THOMAS RICHARDS, GOVERNMENT PRINTER,
 PHILLIP-STREET.

—
 1860.

273—

[Price, 1s. 4d.]

1859-60.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES NO. 37. TUESDAY, 6 DECEMBER, 1859.

15. Grievances:—Mr. Parkes moved, pursuant to *amended* notice,—
1. That a Select Committee be appointed to inquire into and report upon the allegations contained in the several undermentioned Petitions:—

* * * * * * *

 - (4.) The Petition of John Malley, presented to the Legislative Assembly, September 16th, 1859.

* * * * * * *
 2. That such Committee consist of Mr. Flood,* Mr. Rotton, Mr. Pemell, Dr. Lang, Mr. Macleay, Mr. Nott, Mr. Dickson, Mr. Laycock, Mr. Black, and the Mover.
Debate ensued.
Question put and passed.

* Seat vacant, 16 January, 1860.

VOTES NO. 61. WEDNESDAY, 15 FEBRUARY, 1860.

8. Grievances:—Mr. Parkes, as Chairman, brought up a Progress Report from the Select Committee on Grievances, in reference to the case of John Malley, whose Petition was referred to the Committee on the 6th December last.
Ordered to be printed.
-

VOTES NO. 87. FRIDAY, 27 APRIL, 1860.

1. * * * * * * * *
Committee on Grievances:—Mr. Parkes, by leave of the House, moved, without previous notice, That the Select Committee on Grievances have power to report the Minutes of Evidence taken before them, from time to time, to the House.
Question put and passed.
 2. Mr. John Malley:—Mr. Parkes, pursuant to leave granted, brought up and laid upon the Table the Minutes of Evidence taken before the Select Committee on Grievances, in the case of Mr. John Malley, and moved that the same be printed.
Question put and passed.
Ordered to be printed.
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1859-60.

Legislative Assembly.
NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON

GRIEVANCES.

JOHN MALLEY—PETITION OF.

THURSDAY, 9 DECEMBER, 1859.

Present:—

MR. DICKSON,		MR. PARKES,
DR. LANG,		MR. PEMELL,
MR. ROTTON.		

HENRY PARKES, Esq., IN THE CHAIR.

Mr. John Malley called in and examined:—

1. *By the Chairman*: You were engaged in Ireland by the Colonial Agent for this Government, I believe? No, in London.
2. When was that? I think that was on the 27th June, 1855.
3. What was the name of the gentleman who engaged you? James Barnard, of 5, Cannon Row.
4. For what duties were you engaged? No duties were specified, but I was engaged as a surveyor for the term of three years, to survey by contract at a certain scale of prices.
5. Did you enter into a written agreement? Yes, I have a copy of it here. (*The witness handed in the same. Vide Appendix.*)
6. Under what circumstances, and with whom did you acquire a knowledge of your profession? The first part of my articles was served with a gentleman by the name of Knight. In the year 1835 I was articled to Mr. Knight, of Castlebar, in the County of Mayo, west of Ireland; and after serving about twelve months with him, he got into a little difficulty, and left Castlebar. He advised my father to speak to Lieutenant Greatrex, then in Castlebar, an engineer officer, to get me on in what was termed the ordnance survey of Ireland. I did not go then, and the cause of my not going then was that they were about to proceed to the extreme west of Ireland, which is a very mountainous place, and my father would not allow me to be exposed to the dangers of the place; but after they removed to a place called Galway, my father got a recommendation from the chief magistrate of the town, and I laid this recommendation before Lieutenant Botcher. It was on the 17th January, 1837, this occurred, that I joined the ordnance survey, or 1836, I am not certain, but I think it was 1837, to the best of my recollection. I remained with them; went through the west of Ireland, as far as what is called Connemara; I worked there with them; and from that I went to County Clare, and then to County Limerick; and then Lieutenant Durnford took charge. After working under the command of Lieutenant Durnford for about two years we were then transferred to the survey of Great Britain and Ireland. Captain Tucker then

Mr. J. Malley.

9 Dec., 1859.

Mr. J. Malley took charge, and I was sent off to Yorkshire. After working there about twelve months I was transferred back again to what was called the levelling or hill draughting department—levelling and contouring—under Lieutenant Leech, until 1845. And from 1845 to 1855 engaged with different surveyors and engineers, in England, on railway and other surveys. From the 17th January, 1837, until 1846, I served under different officers; and then there was a great pressure for surveyors, in consequence of the railway mania. I applied for leave of absence to Lieut. Leech, and he granted me three months leave, although at first he wanted to prevent my going; and as he liked my work pretty well, and had no older surveyor, he said if I would remain he would allow me a rise of 6d. a day; but I thought I would embrace the opportunity of going to England, and I did so. The first offer that was made me when I arrived in England was three guineas a day. That was on a railway of which Sir John Rennie was the engineer-in-chief. It was called the Crewe branch; and Messrs. Gaudle & Brupton were the chief surveyors. I levelled the whole of the Crewe Branch in 1845. After a time, many of the surveys being completed, there was a reduction in the number of officers on the different lines. Many of the surveyors who had come from Germany and France returned, and I went back to Lieut. Leech, and remained with him till (I think) 1847; and in 1847 or 1848 (I do not know which) I left him, came over and joined the English surveys again. I surveyed for Mr. Rigley, of Manchester, in 1846, on the Manchester Water Works, and different other surveyors and engineers up to January, 1848, when I was employed by Mr. Newlands, on the survey of the Town of Liverpool. I worked on what is called the Manchester Water Works. That was, I think, in the beginning of 1846, after the railways were over. That was the preliminary survey with Mr. Rigley, at the Great Bore in the County of Derbyshire, on the Leeds line, where they intended to construct the reservoir for the Manchester Water Works. I also worked with Mr. Dalgleish, a surveyor thoroughly established, a scientific man, in St. Helen's. This was after leaving the Ordnance altogether; for I was told by Captain Leech, on leaving in 1847, that if I left then I should never join the Ordnance again if he could prevent it. During the three months I had had leave of absence I made money; but he said that there was then a considerable glut in the market, and if I left I should not go back. I never joined him again, for I never had occasion.

7. To what date have you got now? To the date that I joined the town survey of Liverpool, 8th June, 1849.

8. Will you describe where you were from 1849 to 1855, when you were engaged to come out here? With Mr. Newlands sixteen months, on the town survey of Liverpool for sanitary purposes.

9. Where were you after that? I was engaged with the Metropolitan Commissioners of Sewers, which was for sanitary purposes also.

10. How long were you so employed? From the date I left Mr. Newlands till the 24th August, 1852.

11. Where were you from that time till 1855? Then I resigned from that department, because I got established with a firm in London by the name of Messrs. Reed, and they did a great deal of railway surveys for the great engineer, Mr. John Fowler,—the engineer-in-chief here, I believe, was an assistant-engineer to Mr. Fowler—and when I found I was well established, because railway surveyors are better paid than others, I remained on and off with them as with other people occasionally from that date till I came over here.

12. When you made application to Mr. Barnard for an engagement to come out here, did you state these facts generally, or the principal of them? No.

13. Did he ask for your references? There was no occasion, I believe all this was settled by the Government.

14. How did he ascertain that you were a properly qualified surveyor,—by what test? There was no test, for he found that I was, from these recommendations which were given to him.

15. Would not these recommendations themselves constitute a test? It was on the strength of these recommendations that I was employed.

16. How did you come to apply; was it from seeing advertisements in the public papers? I heard of it privately; I heard that Colonel Dawson, of No. 4, Saint James's-square, London, was the gentleman whom the Government had written to and authorised to make the selection. I went to him, and he asked me where I got a knowledge of my profession, and where I had practised; I told him, but, of course, not so fully as I have done here. He asked me if I had any testimonials to shew, and I shewed him the whole of these I now hold in my hand. They are from the following persons:—the first from James Newlands, borough engineer of Liverpool, dated 8th June, 1849, for a period of sixteen months; another from Mr. Joseph Smith, surveyor to the Metropolitan Commissioners of Sewers, up to the 24th August, 1852, from that date; another from a gentleman of the name of Whitehead, civil engineer and surveyor, of Exeter, dated 27th September, 1854; the last is from Mr. Francis Newman, town surveyor, of Ryde,—I had the whole charge of that survey; this testimonial is dated 31st March, 1855.

17. These are from the gentlemen with whom you were last engaged? Yes.

18. These are the identical testimonials you handed to Colonel Dawson? Yes.

19. You have no objection to hand them in? No. (*The witness handed in the same. Vide Appendix.*)

20. After entering into an engagement with Mr. Barnard, I suppose you proceeded, in pursuance of that agreement, and in accordance with its terms, to this Colony? Yes.

21. On your arrival here, you were appointed to the Northern District? On my arrival here, the Government asked if there were among the gentlemen who came out, any who knew anything about railway surveys; some said they did, and others said they did not.

22. Whom did you see when you arrived here; who represented the Government? Colonel Barney.

23. What you are going to say refers to Colonel Barney? Yes; as he was acting on behalf of the Government. I told him, for one, that I was accustomed to railway surveys. He wished that all who were acquainted with such surveys would state so, and if they thought fit to form themselves into parties of three in each party, he would be better pleased. These were similar to the very words, he would be better pleased that those acquainted with railway survey should form into parties, and that those who were not could join the staff, or take to licensed surveying or surveying by contract. Then one of the surveyors asked if those who joined the railway survey would be kept for the term of three years, and Colonel Barney said, "Yes." Under these terms I, Mr. Condon, Mr. Grogan, and a good many more, said they would join the railway department. Others said they would join the staff, but in the course of some time, when they found at what rate the staff were paid, they joined the railway. It has been said since that we knew that the money voted for railway purposes was only voted from year to year, but I wish to state solemnly that I had no expectation when I joined the department that I was not to be kept for three years, for the indenture states distinctly that I was engaged for three years. We were to send in an official statement to the effect that we were willing to go upon the railway survey, and we were to receive £400 a year as salary, and £400 a year for allowances. This may be considered great pay, but if everything be taken into account £400 a year never covered my expenses in the Moreton Bay district. I was kept about two months in town, and at the expiration of that time was ordered to Moreton Bay.
24. Does this petition state fully and accurately what took place afterwards with regard to your work? Yes, it does.
25. *By Mr. Rotton:* The work referred to is comprised in paragraphs 3 to 7 inclusive? Yes.
26. *By the Chairman:* According to your petition you were dismissed from the public service on the 2nd December, 1858? Yes, it should be 2nd December, 1857.
27. How was your dismissal communicated to you? I went to the office before this, and spoke to Captain Martindale, requesting him to give me permission to proceed to my establishment at the Northern District, as I had three men, my horses, and in fact all my property there. I requested he would give me permission to proceed to Moreton Bay. He said it would be better for me to put the things into the Government store. I said there was no Government store at Ipswich, and my men were encamped within four miles of Ipswich. Some gentleman who was present said there was a store, and I said it was not fit for a store, it was only a tent.
28. At this time you were waiting in Sydney for instructions? Yes, I was waiting six weeks.
29. All this time were your staff encamped four or five miles from Ipswich? Yes, all the time I was waiting in Sydney. I went to the office one morning to shew myself, when I got this letter handed to me by the porter. He said, "Here is another for Mr. Grogan." He was one of my colleagues. I opened the letter, and, to my astonishment, found that it contained my dismissal. I have not the letter here, but think I can remember the very words:—"The Government, taking into account the quality of the work performed by you since your arrival in the Colony, together with the report upon your qualifications from Captain Martindale, will not require your services after 31st December, 1858." I never heard a word of it before.
30. You say no complaint of your work had been made? I never heard a word of it.
31. During the period you were waiting in Sydney, was nothing ever said to you as to your work—no doubt expressed as to your efficiency? No doubt whatever. I should have stated that I was sent for on the 29th October, and ordered to be at the office at two o'clock. I went at that time, and I think there was nothing required of me on that day. I then called every day, because Captain Martindale had left word that I should at a certain hour. A few days after I was called into Captain Martindale's office. I had heard rumours before that there was an intention to make a reduction in that establishment, and when I went in I saw an instrument standing up in the corner. Captain Martindale had been speaking to me about different things; he said, "Oh, by the by, how would you read this angle?" I saw immediately what he was shifting about. He did not come up manfully and say, "I want to examine you;" if he had I should have objected, because I heard a reduction was to take place. After he had examined me Mr. Whitton came in, and he and I differed as to the reading of the angle. Mr. Whitton said, "He is right." That was the first examination. About a fortnight after I was sent for again, and he said he did not feel satisfied how he had examined me the last day; and he was then for an hour examining me; and we did not agree, that is the fact; but there was only one thing we disagreed upon—the instrument was not in proper adjustment; and when he asked me was it, I told him not. He said, "How would you read that angle?" I read it as it was. He said, "How would you apply it—would you add or subtract it?" I said, "I would subtract it." He said, "You are wrong." Of course I did not wish to tell a gentleman like Captain Martindale that he was wrong, and never having any expectation that I would be discharged I never contradicted him. That was all the fault he ever found with me. But, with regard to my work, I have a copy of my instructions, and, if my work were compared with my instructions, no fault could be found. A week after this I got my discharge; still Captain Martindale did not state what I was discharged for.
32. You had no notice that you would be required to go through an examination? No.
33. With regard to your work, is there any evidence available on the part of competent authorities as to its quality? Yes, there is another gentleman who went out with me—Mr. Grogan.
34. Is he in the Survey Office? No.

Mr. J. Malley.

9 Dec., 1859.

Mr. J. Welley. 35. Is he the gentleman who was dismissed with you? Yes, though he passed through both examinations; he was very wise, he had no dispute, but he has never got any work.

9 Dec., 1859. 36. Is there any other gentleman? The only gentleman besides was on the same establishment, Mr. Sanderson, but I believe his case is disposed of already.

37. Where is Mr. Geogan? Staying at the "Star Inn," Macquarie-place.

38. What did you do after you got this letter of dismissal? After I got this dismissal, the very next day I went to a counsellor, and laid all my papers before him, these testimonials and the agreement I have handed in.

39. To whom did you go? To Mr. Dalley; and he told me—these were the very words he said—he says, "It's a shame to discharge any gentleman in that manner; coming out here "and then to discharge him in that manner it's a shame;" and he got a little excited, and said something else, and I made answer, "No, I require nothing but my just claim, and I am "determined to have that, and I want your advice"; at that time I had money. I said, "I will pay you for it, whatever it is I will pay you." He said "I will give you no advice, "but I say you are wrongly discharged, that is all; I will give you a note, and you go up "with it to Mr. Rowley." Well, he gave me a note, and I went to Mr. Rowley, but he was not in. I went again the next day and saw him; he said "I will push for half-a-year's "salary, but I will guarantee a quarter's pay; you are a yearly servant, and have a right to "get a quarter's notice"; and then I gave him authority to write; this was before I was actually discharged; I gave him authority to dispute the legality of my discharge; he wrote to Captain Martindale, who gave me no reply, but left orders that my month's salary was not to be paid till he had seen me; he sent for me, and when I went upstairs to him, he said, "What is it you want?" "I want nothing but justice; I want the full term of "my engagement to be kept up to, and to fall back upon my original engagement, and I am "satisfied." He said, "I will write to the Government about it." "Very well," said I. I went and talked to Mr. Rowley about it, and he said, "You will now have to obey his "orders to the very tittle if you expect to be paid." He then wrote another letter to press him. The answer to that letter was not dry when I got it: I have it here. (*The witness searched among his papers but did not produce the letter referred to.*) He said he wanted me upon business, and when I went there it was nothing but to tell me he had written to Government, and that I would be employed if I would pass an examination satisfactorily. This was a verbal agreement, and I thought nothing of this. I said "Very well, Sir, I will "withdraw the lawsuit," and I went up and spoke to Mr. Rowley about it, and he said, "Do you think you are ever likely to pass an examination satisfactorily after threatening "them with a lawsuit—you never will pass it." Then Captain Martindale wrote to me officially that I was to proceed to the Surveyor General's Office, to undergo an examination before Colonel Barney. Then I disputed undergoing examination, as I was under advice, although I agreed afterwards to be examined, as my brother surveyors advised me to settle it; they said there was no employment to be had in the country for surveyors except under Government, and it was better for me to get out of my difficulty as easily as I could, and to undergo an examination. I then consented to undergo an examination; and the answer I received, about three weeks afterwards, was that I was incompetent.

40. Since that what steps have you taken—did you ever apply to the Government? Yes; I wrote for nine months.

41. What did you apply for; did you apply for the fulfilment of the original agreement, or for compensation for the loss of your situation, or what was the substance of your application? My first application was either for re-employment or for compensation, because re-employment would amount to the fulfilment of my agreement.

42. To whom was this addressed? I think the first was to Mr. Robertson, the Minister for Lands and Public Works, and I went to him two or three weeks after—that was on the 20th September, 1858.

43. Have you a copy of your application? I have not it here. Immediately after the gold discovery at Port Curtis I got an answer that it was referred to Captain Martindale for his report, and as soon as he would make his report I would be replied to. I got a reply which did not prove satisfactory to my wishes. I then went to Mr. Robertson and stated my case as briefly as possible; of course I did not enter into it so fully as I have done here, and what he said was "Write officially," for he wanted to get rid of me. However I wrote officially until the case was brought so far that Mr. Cowper asked me to send in a bill of my claim, and I did send in a bill.

44. What did you claim? I sent in a claim for £238 10s. I merely got a reply that as the Executive Council had decided my case it could not be re-opened. I went and spoke to Mr. Robertson, who got into a passion, and said I had got my answer. I said I would never let the matter rest till it was fairly decided. He said he would vote against it. "Do you "want me to upset the decision of Mr. Hay?" I noticed the word "upset," and I said "Mr. Hay had nothing to do with it, it was the Honorable Mr. Murray, the Secretary for "Lands and Works." He said "It was no matter." I wanted to have a few words conversation with him, and after that I parted with him; and then I petitioned the Legislative Assembly. The amount of my claim is £238 10s.—£38 10s. of which is private money paid out of my pocket.

45. Have you copies of the official letters you sent in? I have.

46. How do you make out your claim? I make out my claim in this manner: I did not get my notice in time before the end of the quarter; I had my men engaged by the quarter; I engaged and paid them by the quarter; and when I got my notice here, I wrote up and stated to my men that I would not require them after the 1st January—that was two of them; they wrote back, and objected to the notice, and claimed a quarter's pay. Then there was the expense of going to Moreton Bay and disposing of my property there; there was also a quarter's notice for being dismissed.

47. What you really claim is your salary for a quarter? Yes.
48. And the expenses incurred by your dismissal? Yes; because I had to keep the men on a month after that—that is, for the month of January, 1858, I had to keep them and support them, and I gave these persons £38 10s. Mr. J. Malley.
9 Dec., 1859.
49. Did you, after you had petitioned the Legislative Assembly, again make any application to the Executive Government? I went to the Honorable Mr. Forster, and he asked me had I anything to shew that I was engaged for three years; I said I had; and he then said it was very wrong for the Government to engage anyone for three years and not to fulfil the engagement. There were just a few words in this manner, for I put it in a worse light for myself to him, than I have in this place, because this being an official inquiry, I speak the truth. I made my own case worse; he said you are entitled to compensation, and he sent a note to Mr. Eagar to have the question investigated; I gave the note to Mr. Eagar. Captain Martindale was present, and Mr. Eagar said, "What do you want—do you think Mr. Forster has any authority over me?" this was the second interview with him. "Why should you go to him, he has no authority over my department?" I got a little confused, for I had been to Mr. Eagar before, and he said he would make inquiry, and told me to write officially; but I place no dependence upon these official letters, unless I am engaged in the department. I went to Mr. Forster again, being hard pressed for money, to see if he could enforce my claim as a case of justice; he gave me a note at this time, and said he would see justice done to me, and referred me to Mr. Eagar again; he thought mine was a case that justice would be done. That is what I told you about when I went to Mr. Eagar, and when I went there that is the answer I got. He was going to write an answer to this note, when Captain Martindale took a pen and writes a line on a slip of paper and throws it before Mr. Eagar this way (*describing the action*). Mr. Eagar said, "just so, just so"; in fact they would not even intrust me with the carriage of that note back again. That is all that took place, and then I went to Mr. Parkes and asked him to push this case forward as far as he could.
50. *By Mr. Rotton*: Were you ever regularly articleed to your profession? Yes, I was, to Mr. Knight.
51. I think you stated that you commenced to learn your profession in 1835 or 1836? I think it was in 1835, in a place called Castlebar, County Mayo.
52. What age were you then? About sixteen.
53. And you have been since employed in various capacities as surveyor? Not as a regular surveyor, because I had to go with a surveyor, that is to say the same as if I were articleed, for it should be borne in mind that while I was in the Ordnance I had to go through the different grades that an articleed pupil with a surveyor has.
54. For what period were you articleed? For three years to this Mr. Knight.
55. After having fulfilled your time did you submit to any examination? No.
56. You have never passed an examination? No; because that is not the usual course at home, it is not requisite.
57. I think you stated that when you came out to the Colony you did not enter into the agreement under which you were engaged in England—did you cancel that agreement? I was not under the impression that I did cancel it, but I accepted the proposal made by Colonel Barney.
58. Was this agreement cancelled in any formal way? No. The Surveyor General requested those who intended to join the railway department to send a note to that effect.
59. Have you that note, or a copy of it? No.
60. Do you remember the contents of it—did you in it consent to forego any advantages contained in the first agreement? No.
61. *By the Chairman*: Was anything said to you about foregoing any advantage? No.
62. *By Mr. Rotton*: You accepted this permanent salary of £400 in lieu of this agreement? Yes; thinking we would be entitled to retain this situation for three years; in fact, longer than that we thought.
63. Was there any memorandum of agreement at that time, or any positive promise that you should be retained for three years at this salary? I will give you Colonel Barney's answer when that question was put to him. The question was put by Mr. Oliver, who is employed now. He said, "Will we be kept employed for three years?" Colonel Barney said, "There are more railways to be surveyed in this country than you will live to see—not only will you be kept for three years, but as long as the Government are satisfied with your work." Another gentleman who was present can prove that.
64. There was, then, no positive understanding that you were to be retained for three years, but you engaged under the supposition that there would be plenty of employment, knowing that the Government were much in want of surveyors, and believing that there was not the slightest probability of your being discharged? We heard so then, but I have since heard that, in 1858, the fact was that Government did not know what to do with us.
65. *By the Chairman*: Did it ever occur to you that you would forego your original agreement by this arrangement? No.
66. Did you consider it intact as to time? Yes; so long as I performed my duty and worked honestly.
67. *By Dr. Lang*: You considered employment on railway surveys as part of the general duty of a surveyor in this Colony? Yes.
68. *By Mr. Dickson*: Were you aware that the railway department was dependent upon an annual vote of this House? No, I was not, until I saw Mr. Sanderson's evidence. I there saw that Mr. Hay had put that question. That was the first time I ever knew it. When I had made the agreement I never gave myself any further trouble about it.
69. *By the Chairman*: Were you aware when you arrived here that there was a Legislature which annually voted these moneys—during the time that you waited in Sydney, at the time
of

Mr. J. Malley. of your arrival, did you not learn that there was a Legislature which voted the annual supplies? I knew they passed the Estimates—of course all Governments must pass their
 2 Dec., 1859. Estimates through the House of Assembly; but I did not think my agreement depended upon an annual vote.

70. *By Mr. Rotton:* How was it you arrived at the conclusion that your agreement could be cancelled by a quarter's notice? In consequence of what my solicitor told me; he told me that by accepting the second engagement I cancelled the first—that was the first time I ever heard of it; but he said, "When you did that you were a yearly servant, and the Government must give you a quarter's notice, if you are guided by me."

71. The ground of your dismissal is incompetency? Just as I tell you—he says, "Sir, the Government having taken into account the quality of the work done by you since your arrival in the Colony, together with the report upon your qualification from Captain Martindale," or the Chief Commissioner, I am not sure which, "will not require your services from the 1st January next."

72. Were there any more definite reasons than those given? No; I can produce a copy of the letter, if that is not correct.

73. Are you not aware that there has already been an inquiry by the Government into your case; or is it not the fact that there has been an inquiry by the Government into your case? I am certain there has not since I complained. It is all referred to Captain Martindale, and his report is maintained.

74. What did Mr. Robertson mean when he said he would not interfere with the inquiry made by Mr. Hay—that he would not reverse Mr. Hay's decision? He meant that when Captain Martindale made his report it was sanctioned by the Government, and the Secretary for Lands and Works at the time was the person who sanctioned it, and that, therefore, he could not think of disturbing his decision. But I never received any intimation of this report having been made, until I got this notice.

75. You have, I think, submitted to an examination in this Colony? Yes, I have.

76. And the report has been unfavorable? In the first instance, it appears, I would do; that is my impression.

77. By whom were you examined—by a regularly appointed board, or by Captain Martindale? By Captain Martindale, Mr. Whitton, and another gentleman. There were two examinations in Captain Martindale's office, as well as this examination when the third gentleman was present, and then I was examined by the Board; but that was after I was dismissed, and had written these two lawyer's letters.

78. What was the report of the Board? The report of the Board, at least this is what Colonel Barney stated, that—"from the report of the Board to the Secretary for Lands and Public Works he could not sanction my employment in that capacity." Whatever "that capacity" meant I do not know, for it appeared I was ineligible to perform the duty of a licensed surveyor.

79. Has any of your work been condemned? No.

80. Have you had full charge of the works? Full charge of a portion of the work. Before this we had three separate duties, but we were still together.

81. But these surveys you speak of in your petition—were they conducted entirely under your own direction? Yes, the surveys.

82. Were there any complaints as to the character of the work? No.

83. Was your work approved of? With the exception of this, it was said that the Commissioner found fault with the amount of information given; but when I came down and spoke to Mr. Whitton about it, he said he never found fault with it; that he saw nothing impracticable in the line; but as to the terminus at the Town of Ipswich, there was not enough detail given.

84. Have you ever been employed on any of the railways under the immediate superintendence of Mr. Whitton or of Captain Martindale? No; for Mr. Whitton never had any control over any of the railways that I knew in England.

85. Have you ever done, on account of the Government, any land surveying in this Colony, or have you been exclusively employed in survey for a railroad? That is all in this Colony.

86. You have not been employed under this first agreement? No.

87. It was contemplated in the first instance to employ you as a licensed surveyor upon a scale of fees in measuring lands for sale? Yes.

88. You have never done anything except as a railway trial surveyor? No.

89. You say you are not aware of any inquiry having been made by the Government in your case? I am certain there was not. Captain Martindale himself stated to Mr. Eagar when he was asked had I an engagement for three years, there was no doubt about that. I am certain there was no re-opening of the case before the Executive Council to give me an opportunity of explaining even. I cannot even get a character, though I have applied for it, therefore I cannot get employment in this country, and I am deprived of a living. When I am asked, "Have you a character?" I tell the truth, and say I have not, and of course I cannot get work. They cannot condemn my work; but I drew pay for two years and one month, and when this is added up it is considered a large sum for such a small amount of work; but it must be borne in mind that I was two months in Sydney before I was sent to Moreton Bay, then I was two months exploring, then there were two or three months of wet weather, the creeks rose so much, and the weather was so bad, that I could not do a turn for one month. If these things were to be considered, the work would not look so small; but Captain Martindale, newly in the country, and knowing nothing of these things, came and made a report as to work which he had never been on the ground to look at, or to test at all. He went only on the quantity of work performed.

90. There was no complaint of the quality of the work? No.

91. *By Mr. Dickson* : When you arrived here was it optional with you to accept employment on the staff or on the railway survey? Yes Mr. J. Malley.
92. To fulfil your agreement or to accept employment on railway works? Yes. 9 Dec., 1855.
93. Did you consider that the railway works would afford you better remuneration than the other? At that time I was not in a position to form an opinion, but it was intimated to me that the Governor General would be better pleased if some of the gentlemen would go on the railway survey.
94. Did you consider that the remuneration on the railway works would be better than that which you would receive under your original engagement with the Government? I did then, not knowing what this country was; but since I have been through it I think differently.
95. *By Mr. Rotton* : For what term did you actually serve? Two years and a month; but then we came here on the 24th November, 1855, and we were paid for that month in consequence of our original agreement, which stated that we should be paid from the day of our landing.
96. How long would you have had to serve to have completed the term of your agreement? Eleven months.
97. Does the month you have spoken of include the notice given? There was a month's notice given.
98. Would that term include the month? It was two years on the 24th November, and I got my notice on the 1st December.
99. Did you continue in employment till the expiration of the notice? Yes.
100. Then there were eleven months of your term to run? Yes.
101. *By Mr. Dickson* : When you sent in your claim for a quarter's salary you did not consider yourself entitled to three years' employment under the original agreement? I owed some money in the town and some people wanted it very much, and I thought I would sacrifice a good deal if I could get this amount. I felt satisfied that by making a low claim Government would give it me at once but that they might delay if I sent in a larger one. I intended at this time to go to Melbourne, and that was the reason I sent in a claim for this low amount.
102. *By Dr. Lang* : What was the claim? £238 10s.
103. You considered your employment on the railway survey as quite in accordance with the duties for which you were engaged under the original agreement? I considered that being employed by the Government when I came into this country, I would be engaged for three years. Whatever duties I might be sent to I was still in the employment of the Government, and it did not matter to me what the duty was as I considered that I should be retained for three years.

APPENDIX A.

AGREEMENT made this twenty-seventh day of June, one thousand eight hundred and fifty-five, between John Malley, of Red Lion-passage, Red Lion-street, in the County of Middlesex, Surveyor, of the one part; and Edward Barnard, of Cannon Row, in the City of Westminster, Esquire, Agent General for Crown Colonies, for and on behalf of Her Majesty, of the other part.

WHEREAS John Malley hath been duly appointed a surveyor in New South Wales, on the terms mentioned in the enclosure of the Despatch of the Governor General, dated 20th June, 1854, No. 80, (Executive) and hath received the sum of fifty pounds on account of his contract, with a free passage for himself and wife to the Colony.

Now the said John Malley, in consideration of the premises, doth hereby agree with the said Edward Barnard, that should he the said John Malley relinquish his said appointment as aforesaid, or quit the said Colony without leave, within the period of three years from the date of his arrival in the said Colony, that he the said John Malley will, upon so quitting the said Colony, or relinquishing his said appointment, refund and repay to the Colonial Secretary of the Government of the said Colony for the time being, or to the Agent General for the said Colony in London, for the time being, the amount paid for the passages of himself and wife, and also the sum of fifty pounds advanced to him as aforesaid.

Provided always that nothing herein contained shall bind or oblige the said John Malley to repay the said passage money and fifty pounds if at the time he shall relinquish his said appointment or quit the said Colony as aforesaid, the Colonial Secretary of the Government of the said Colony, or person acting as such, shall certify that he the said John Malley is unable, from bodily or mental infirmity, to continue in the performance of his duty as such surveyor.

Witness our Hands this twenty-seventh day of June, in the year of our Lord, one thousand eight hundred and fifty-five.

Signed by the said Edward Barnard, in the presence of
of J. Payne, 5, Cannon Row.

Signed by the said John Malley, in the presence of
E. F. Carter, 5, Cannon Row, Westminster.

EDWARD BARNARD.

JOHN MALLEY.

APPENDIX B.

Town of Ryde, Surveyor's Office,
31 March, 1855.

I have much pleasure in stating that Mr. John Malley has been employed by me on the survey of this town (comprising about 1,200 acres, and 2,000 houses) for the last four months, and has given me great satisfaction. As he has had almost the entire charge of the survey, and run all the trigonometrical and traverse lines, I have much confidence in bearing testimony to his abilities as an engineering surveyor.

FRANCIS NEWMAN,
Town Surveyor.

Mr. J. Malley.

APPENDIX C.

Dear Sir,
 9 Dec., 1859.

I have written some notes on your plan to tell you that I want you to take into, to this plotting, about 60 chains further towards Pilton, and arrange with Mr. Lindley about it; then send your plotting to London, write to me, and go on to the Star at Wells; you will receive money on Tuesday; you seem to have done your work first-rate—I will remember that another time.

Yours truly,
 R. F. REED.

APPENDIX D.

1, Adelphi Terrace, London,
 31 March, 1855.

Dear Sir,

In answer to your request for a testimonial, I have to say that you have done a good deal of work for us, and have always given us satisfaction, both as to quality and expedition, and I shall always be glad of your services when opportunity offers.

I remain, &c.,
 R. F. REED.

Mr. John Malley.

APPENDIX E.

4, Dix Field, Exeter,
 27 September, 1854.

I certify that Mr. John Malley was employed by me in filling in portions of the surveys of the towns of Dorchester and Exmouth, under the Public Health Act, 1848; and that I found his work correct; and that he is industrious and expeditious in getting through it; and that I should be very glad to avail myself of his services in the same capacity, at a future time, should I require them.

ARTHUR WHITEHEAD,
 Civil Engineer and Surveyor.

APPENDIX F.

(No. 332.)

Metropolitan Commission of Sewers,
 1, Greek-street, Soho.

Mr. John Malley has been upwards of three years in the service of the Metropolitan Commissioners of Sewers; during more than a year of which time he was employed as a house drainage surveyor; his work has been performed in a satisfactory manner. Mr. Malley leaves the department at his own request.

JOS. SMITH,
 Surveyor.

APPENDIX G.

Public Offices, 2, Cornwallis-street,
 Engineer's Department, Liverpool, 31 March, 1849.

Dear Sir,

I am sorry to inform you that the Health Committee will not require your services after the 1st of May next. I sincerely trust that you will have procured other permanent employment ere that time.

Mr. John Malley.

I am, &c.,
 JAMES NEWLANDS,
 Borough Engineer.

APPENDIX H.

Public Offices, 2, Cornwallis-street,
 Engineer's Department, Liverpool, 8 June, 1849.

I hereby certify that Mr. Malley has been employed in the survey of the town of Liverpool, under my direction, for the last 16 months, and is now discharged on account of the completion of the work. He is a good surveyor, and has given me satisfaction by his steadiness and attention.

JAMES NEWLANDS,
 Borough Engineer of Liverpool.

TUESDAY, 13 DECEMBER, 1859.

Present:—

DR. LANG,
MR. LAYCOCK,MR. PEMELL,
MR. ROTTON.

HENRY PARKES, ESQ., IN THE CHAIR.

John Whitton, Esq., called in and examined:—

104. *By the Chairman:* There is a gentleman of the name of Malley who was employed as a surveyor under the Government of this Colony in the years 1855-6, and 7? Ycs. J. Whitton,
Esq.
13 Dec., 1859.
105. Had you anything whatever to do with this gentleman, professionally, when he first arrived in the Colony? I had not; I was not in the Colony at the time of his arrival.
106. You are aware that he was appointed to proceed to the Northern District? Yes.
107. The preliminary surveys made by him were under your department? At the time of his appointment he was under the Surveyor General, and he was only transferred to the Railway Department in 1857, that was the first time I saw him. At the time of the transfer of himself and the assistant surveyors employed to the northward they were all sent for to undergo examination.
108. Had you any opportunity of judging of the work Mr. Malley executed in the Northern District? I had.
109. Will you have the goodness to state the character of his work? I may state that in the first instance I examined Mr. Malley as to the use of the theodolite, and I reported that I found, as to the theodolite, his knowledge was superficial, and as to the level he had scarcely any knowledge whatever.
110. At what period was this personal examination made? I think in September, 1857.
111. This was on his arrival in Sydney from the Northern District? Yes; he was sent for purposely to undergo an examination.
112. Are you aware whether your opinion was communicated to him? I am; I communicated my opinion to him myself. I examined him on his arrival in Sydney, and I gave him my opinion as to the use of these instruments—I saw him on several occasions afterwards.
113. Did this examination occupy more than one day? I examined him one day, and I think Captain Martindale examined him again, and that he was also examined by Sergeant Quodling of the Royal Engineers.
114. Did you report in writing upon his qualification? I do not find that I reported at all in writing, but my opinion was referred to by Captain Martindale in his reports.
115. When you stated you reported that his knowledge was very deficient, I presume that you mean you stated that opinion to Captain Martindale? I did; Captain Martindale was present during the greater portion of the time that he was under examination.
116. With regard to the character of the work—did you examine that afterwards? Yes; I also examined the work at the time, and it was very unsatisfactory—the work done by him.
117. State in what way, so that it may be apparent to the members of the Committee? The work was done in such a manner that we could not join the two surveys together. A large survey was made of either Ipswich or Brisbane, and the two surveys that were made could not be connected.
118. State from what this arose? I have no doubt it arose from their inexperience of surveying generally.
119. Mr. Malley himself states, in his petition to the Legislative Assembly, that he has performed his duties well, in his opinion,—that there had never been any complaint made of his performance of them, and that he was dismissed without the reasons of his dismissal being explained to him? I do not think that is the case, for the sergeant of the Royal Engineers took the whole of his field-books, and examined the whole of his lines, and in his report he says he considers the whole of them valueless. I did not go into the detail myself, as I did not consider it necessary to do so.
120. He sent in a written report? He did.
121. *By Mr. Rotton:* Where is that report? Captain Martindale will produce the report this morning.
122. *By Mr. Laycock:* It seems strange that he should have been kept in the employ so long, and that he should then have been discharged at a month's notice? Mr. Sanderson had charge of the Moreton Bay district, and Messrs. Grogan and Malley were sent there as his assistants. I do not know whether any work was sent by them to the Surveyor General. The first work sent from that district to the Railway Department was in 1857; whether the Surveyor General received any work from them previous to that I cannot say.
123. *By the Chairman (at the request of Mr. Malley):* How often did these surveys not fit—was it Mr. Malley's work which did not fit, or the joining of the two sheets given to him from old surveys from the Surveyor General's office? Where the plans came from I do not know; I know these plans were sent in the surveys from that district, that I attempted to fit them and could not. I was requested by Mr. Grogan or Mr. Malley to do so, and I could not. I do not remember whether Mr. Malley said he got them from the Surveyor General's or not, but I know these plans were sent to the Railway Department, and we could not join them. It is possible Mr. Malley might have received these plans from that office. The details of the work were gone into by Sergeant Quodling.
124. He went into the details of the work? Yes.
125. And sent in a written report? He did.

- J. Whitton, Esq.
13 Dec., 1859.
126. Was it possible for any surveyor properly to condemn that work without going on the ground—without checking it properly with measured lines on the ground? There is no difficulty whatever in checking work, if the field-books are sent in by the surveyor.
127. That is, if the work and the field-book also are good, you can ascertain whether the work has been accurately plotted? Yes; you can only check the work from the books and work sent in; but, if they do not agree, the assumption is that the work is wrong, and that the lines have been altered from the books to make them fit.
128. That assumption would be warranted from the general practice in your profession? It would.
129. *By Mr. Rotton*: From your own knowledge of Mr. Malley, and of the work which has been submitted to you for your inspection, do you believe him to be a competent surveyor—such an one as Government ought to employ on works so important as preliminary surveys for railways? I do not.
130. You do not think him competent to undertake surveys of that kind? I do not; a man who has no knowledge of the adjustment of an instrument is not fit to use that instrument.
131. Do you think him competent to perform the work for which he was originally engaged, as a licensed surveyor, to survey and plot out land for sale? I do not. I believe he has since been to the Surveyor General, who has refused to pass him as a licensed surveyor.
132. Do you belong to the Examination Board? I do not.
133. You merely examined him as one of the authorities of the Railway Department? Yes. All assistant surveyors employed in the Railway Department are examined by me.
134. You do not allow them to perform any work in conducting surveys till they are examined? I do not.
135. Your duty as one of the officers of that department is to submit them to examination? Yes.
136. And you examined him and found him deficient? I found him deficient both in the knowledge of the theodolite and of the level; and any person who professes to be a surveyor, if he cannot adjust an instrument, is not fit to use it.
137. *By Mr. Pemell*: If he had undergone an examination in England he would not have passed? I do not think he would.
138. *By the Chairman*: According to your evidence you passed Mr. Malley through examination as soon as he was transferred to the Railway Department? I did at the first opportunity. I may state that few of the whole number of assistant engineers who were examined at that time understood the adjustment of the level; they had been levelling for more than two years without the slightest knowledge how to adjust the level.
139. *By Mr. Rotton*: How do you account for their having been sent to such important work without its having been ascertained that they were competent to conduct it? I cannot understand how it was. They were examined in England, I believe, previously to their being sent out as licensed surveyors, for which they were originally intended.
140. Mr. Malley told us in his evidence that he had never submitted to an examination before he left home; that in England he had been merely engaged upon testimonials, and he has produced testimonials which speak highly of him? I do not think much of testimonials as a general rule.
141. *By the Chairman*: Will you look at these testimonials (*handing the witness the testimonials produced by Mr. Malley*), and state whether you know anything of the persons signing them. These documents were handed in by Mr. Malley as testimonials he had received from professional men in England? I know Mr. Francis Reed; he is a very good surveyor in England. This can hardly be called a testimonial (*referring to one of the documents*); it is merely an instruction to do certain work, but it does not say how he performed that work. The next one is from the same person, and that does say that Mr. Malley has performed a great deal of work for him.
142. One of them said he had performed his work "first rate,"—that is the word employed? "You have always given us satisfaction," are the words in Mr. Reed's note. The only name I know among these is Mr. Reed, of the Adelphi.
143. *By Mr. Rotton*: Have you had business transactions with Mr. Reed? Yes.
144. Do you know his signature? Yes.
145. You have no doubt that the signature is genuine? It is the signature of Mr. Francis Reed, Mr. Reed's son.
146. *By the Chairman*: You have no doubt of the genuineness of the documents? Not the slightest.
147. (*At the request of Mr. Malley.*) Was the work replotted by any one besides Sergeant Quodling? I am not aware that the work was examined carefully by any one besides Sergeant Quodling, but his report says, that he considers the whole as valueless, in consequence of its inaccuracy. I think if a man cannot plot his own survey, he cannot make a survey; and in a number of instances where assistant surveyors are employed in the Ordnance, they never do plot their work. I believe many inaccuracies arise from this practice.
148. *By Mr. Rotton*: You believe Sergeant Quodling to be competent to test the work? I do, undoubtedly.
149. *By the Chairman (at the request of Mr. Malley)*: When you examined Mr. Malley upon the theodolite and level, were there any other persons present? Captain Martindale was present.
150. During the whole time? I am not clear whether any other person was present.
151. Was Captain Martindale there by pre-arrangement or by accident? By pre-arrangement. I went to Captain Martindale's room to examine Mr. Malley on the theodolite and the use of the level.
152. At the time you came into the office, was not Captain Martindale examining Mr. Malley relative to the reading of the instrument; was there not a dispute, and did not you say, "He is right," referring to Malley? I do not remember anything of the kind.

John Robertson, Esq., M. P., examined:—

153. *By the Chairman:* Do you remember any thing of a complaint made to your department by Mr. Malley, one of the surveyors who came out to this Colony in 1855? Yes, I remember Mr. Malley requesting me to re-open a matter that had been in dispute with him and my predecessor in office, and I went into the papers somewhat elaborately, and thought I saw no reason to change the decision of my predecessor, which was against Mr. Malley's claim. J. Robertson,
Esq., M.P.
13 Dec., 1879.
154. Was any report ever made to you of the efficiency of Mr. Malley as a surveyor? My memory of the matter, not having seen the papers for, I think, a year, is this: that Mr. Malley and some other gentlemen were induced to come out to this Colony for the purpose of being employed as licensed surveyors in the public service, to be paid by a system of fees then understood. While he was to have the appointment of a licensed surveyor he was under engagement for employment for three years to be paid by a system of fees. He preferred to abandon that position, and to take a higher one, namely, one on which he was to have a permanent salary of £400 a year, and £400 a year for allowances, and to hold it permanently during good conduct, in fact. In that view by accepting this permanent office he abandoned his position as a licensed surveyor, and his claim for three years employment. He then was employed on the railway works, and my predecessor dismissed him for incompetency. When Mr. Malley applied to me to have the matter reconsidered I called for the report, if my memory serves me arights, from the Chief Commissioner—whether the report came formally I am not quite sure—and it was clear that nothing was to be said in favor of Mr. Malley, that he could not be employed on railway works for what was alleged to me, his incompetence. Mr. Malley then applied to me subsequently for employment as a licensed surveyor, and as we wanted licensed surveyors at the time, indeed we were always short of licensed surveyors, I thought it was very desirable, if he were competent for that duty, that he should have employment. I caused an inquiry to be made by the Surveyor General to ascertain whether or not Malley was capable of doing that duty, and received a rejoinder that he certainly was unfit, so that the whole matter seemed to be just in this position, that we could not employ him. Then Mr. Malley demanded some compensation for not having been employed for three years according to the terms of his first agreement. It seemed to me first, that he had abandoned this agreement by going into a higher position at a higher salary, with permanent employment during good behaviour; and second, that he had not the least claim upon the public for employment, as the report from the Surveyor General warranted me in dismissing him for incompetency, even if he had not already been dismissed. Under these circumstances I could not see my way to recommend the Government to employ him, or to give him compensation. I should say that during the time this matter was under consideration Mr. Malley intimated that he was of opinion he had some legal claim. The opinion of the Crown Law Officers, however, was taken, and was entirely against his claim. That is all I know of the case.
155. *By Mr. Rotton:* Can you explain how it was that Mr. Malley was not subjected to an examination before he was put on work at all? That was before my time.
156. He seems to have been employed for two years before he was found to be incompetent? The reason of that is obvious. The policy of the previous Government was to send to England for men; they sent to some office, or to some departmental people there, to select these; and when they arrived here, they were in the position of having been selected, and, therefore, were not examined. During my time we always examined every person who was taken into the Survey Department. Every candidate for employment went through a strict examination. These gentlemen arrived in the Colony in 1855, and I took office in 1858.
157. You said you were disposed to give Mr. Malley employment as a licensed surveyor, did you then order any examination? I am not sure he went through an examination, but I am perfectly clear that there was a report that he was unfit for the duty.
158. Was that report from the Examination Board? It was from the Surveyor General, I presume; it was made by the chief draftsman and Mr. Thomson, who formed the Examination Board; but I have not the papers here to refer to.
159. *By the Chairman (at the request of Mr. Malley):* Did Mr. Malley, at any time during his intercourse with you, request you to submit his case to the Crown Law Officers? I cannot say, but I think the idea might have arisen in conversation with Mr. Malley; but his case was submitted to them; and their opinion will be found among the papers.
160. Did you ever hear that Mr. Malley sent a lawyer's letter to the Government? Yes, I think he did.
161. *By Mr. Rotton:* I suppose that would necessitate an application to the Crown Law Officers? Yes.
162. *By the Chairman (at the request of Mr. Malley):* These letters, placed in my hands by Mr. Malley, purport to have emanated from your office, when you were Secretary for Lands and Public Works,—will you be so good as to look at them, and state whether they were written by your direction? They were. (*Vide Appendix.*)
163. There is no statement made in either of these letters that Mr. Malley's case had been referred to the Crown Law Officers? No.
164. It appears to me that, if such reference had been made, it would have been stated; that you would not have said, as you have in your later letter, that you were not prepared to open the case, but would have given the opinion of the Crown Law Officers? I do not see that I should.
165. *By Mr. Rotton:* You have referred to the decision of the Executive Council—? The decision of the Executive Council was given before I took office; I only declined to submit the case to the Executive Council again, because I saw no sufficient reason.
166. *By Mr. Laycock:* It appears a long time to have allowed an inefficient person to receive Government

J. Robertson, Government pay? So it was, but it was before my time. I may state that it is highly improbable that the letters produced are the only ones that have been written to Mr. Malley, and the only way to obtain information as to what letters were written to Mr. Malley is to call upon the Under Secretary for Lands to produce the letter-book.

Esq., M.P.
13 Dec., 1859.

APPENDIX A.

*Department of Land and Public Works,
Sydney, 28 September, 1858.*

Sir,
I am directed to acknowledge the receipt of your application dated the 20th instant, for compensation for alleged loss of office, or re-employment in the Government service; and to inform you that the same has been referred to the Chief Commissioner of Railways for his Report.
2. As soon as the necessary information has been obtained a further communication will be made to you.

I have, &c.,
MICL. FITZPATRICK.

Mr. J. Malley,
13, Margaret-street.

APPENDIX B.

*Department of Land and Public Works,
Sydney, 13 July, 1859.*

Sir,
In reference to your letter of the 23rd May last, to the Honorable the Chief Secretary, respecting your claim to compensation for the loss of your appointment as Government Railway Surveyor, I am directed to inform you that, after due consideration, the Secretary for Lands and Public Works fails to see anything to justify a re-opening of your case as decided upon by the Executive Council.

John Malley, Esq.,
82, Liverpool-street, Sydney.

I have, &c.,
MICL. FITZPATRICK.

Captain B. H. Martindale, R.E., was called in and examined:—

- Captain B. H. Martindale, R.E.
13 Dec., 1859.
167. *By the Chairman:* You are Chief Commissioner of Railways? Commissioner for Internal Communication.
168. When did you commence your duties in the Colony? On the 28th June, 1857.
169. Then you were not in the Colony when Mr. John Malley, a railway surveyor who has positioned the Legislative Assembly, arrived from England? No.
170. You know under what circumstances he came to the Colony? I do.
171. When did he come under your supervision for the first time? The system in operation when I took office was, that though Mr. Malley was employed under the Surveyor General his plans were transmitted to the Commissioner for Railways for inspection; so to that extent he was under the department when I joined.
172. What were your first instructions to Mr. Malley, or what was your first communication to him of any kind? The first communication I had with Mr. Malley was a letter addressed to him on the 21st September, 1857, directing him to proceed to Sydney, to shew his work, and to receive instructions.
173. This would be within three months of your taking charge? Yes.
174. He came to Sydney? No notice was taken of that letter, and I wrote again on the 9th October, 1857, to call his attention to it.
175. What was the result then? I find that on the 29th October, I addressed a letter to Mr. Malley in Sydney, directing him to attend at the office on the next day, from which I presume he had in the interim come to Sydney.
176. Can you state how long he had been employed in the Colony upon surveys at that time? Since November, 1855.
177. What was your object in sending to Mr. Malley? To satisfy myself as to the work he had done, and as to his competency for doing further work.
178. When he attended at your office what took place? When he attended at my office I examined him personally as to his knowledge of the theodolite, and Mr. Whitton, the engineer-in-chief, examined him in my presence as to his knowledge of levelling. The conclusion I came to I reported to the Government in these words—"Mr. Malley has a very slight acquaintance with the use of the theodolite, and a superficial knowledge of the level, he is an indifferent draftsman, and I cannot recommend the Government to retain him in their employment. I venture to suggest that he should, however, receive at any rate the allowances and salary above-named to the end of the present month and year respectively."
179. Is that a report upon his qualifications as a surveyor generally, or as a railway surveyor? This was a report upon the qualifications of several.
180. What is the date of that? The 5th November, 1857.
181. This was written in consequence of your examination? In consequence of my examination. I subsequently referred Mr. Malley's work to Sergeant Quodding of the Royal Engineers, who is a man of great knowledge in survey matters, and I received a report from him that Mr. Malley's work was useless. I have that report here. These are the words of the final portion, "I beg to submit my candid opinion that the whole of the work is valueless."

182. That passage in the report refers to Mr. Malley's work? It refers to Mr. Malley's work; Captain B. H. Martindale, R. E. it also refers I think to the work of another gentleman, but perhaps I had better not mention his name.

183. In Sergeant Quodling's report is there any other reference made to Mr. Malley? I think not. 13 Dec., 1859.

184. Did you communicate with the Government as to the legality of discharging Mr. Malley, inasmuch as he had engaged in England with the Colonial Agent, who acted on the part of the Government of this Colony, to be continued in the public employment for three years? I did.

185. Be kind enough to state the result of that communication? The report is dated 5th November, 1857, it is the same as the one I have alluded to before:—"Sir, I have the honor to inform you that I recently recalled Mr. Malley from Ipswich, for the purpose of examining the work he has done, and his qualification for the proper performance of it; and I regret to say that the inquiry has not proved at all satisfactory. This person has been employed in this Colony as a railway surveyor since November, 1855, and he has lately been attached as such to this department. He was engaged in England in 1855 as a licensed surveyor, for the term of three years from his landing in the Colony, and was to be paid according to a fixed scale of rates. Under this engagement he would have had a claim for employment until November, 1858, but upon his arrival here he cancelled his original contract, and accepted salaried employment as an assistant railway surveyor, at a fixed salary of £400 per annum, with £400 a year in lieu of equipment, chainmen, travelling and all other expenses whatsoever, and in the papers I have seen there is no guarantee that this employment should be for any fixed period, but it may be reasonably doubted whether it was not the intention at the time, that the engagement should be binding on both sides, for the same period as that originally made. Such is the view taken by the surveyors, who contend that not only is the salary of £400 a year guaranteed to them for the above-named period, but also the allowance of £400 a year in lieu of equipment. I need not trouble you with my own idea upon this point, because the authority who made the agreement can better inform you what the full intention of it was, and what it will be just to do in terminating it; but my opinion is that it would be most unadvisable to continue to employ this party in the manner he has hitherto been, or at the salary he has hitherto enjoyed, if it can be avoided with justice." The result of that was that the Governor and Executive Council approved of the recommendation in this letter, that Mr. Malley's service should be dispensed with, he being paid the full allowance to the end of the month—that was the month of November, and his salary to the end of the year. The communication to that effect did not reach me till, I think, the 23rd November, and I then wrote to the Secretary for Lands and Works, recommending that, as that period had elapsed, Mr. Malley's allowance should be continued to the end of the year, as well as his salary, with a view of giving him time to dismiss his men, and make his arrangements. That was sanctioned by the Government.

186. Are you aware whether the opinion of the Crown Law Officers was taken upon the legal question? The opinion of the Crown Law Officers was taken subsequently.

187. Have you a copy of that? I have.

188. Is that opinion concurred in by more than one of the Crown Law Officers? It is the opinion of the then Solicitor General only.

189. Will you hand in a copy of this opinion? I will. (*Vide Appendix.*)

190. Mr. Malley himself, when he gave evidence before this Committee, stated very distinctly that he and the other surveyors, when they consented to go on the railway survey, were not under the opinion that they, in any way, relinquished that part of their original agreement which related to time; are you aware whether that was the impression of the Surveyor General when the alteration was made in their manner of employment? I made inquiries of the Surveyor General, who stated that he, as well as Mr. McLean and Mr. Halloran, were under the impression that the new arrangement then made was for the same term as the original agreement, namely, for three years, and at yearly salaries. The arrangement appears to have been a verbal one.

191. *By the Chairman (at Mr. Malley's request):* You state that Mr. Malley's knowledge of the theodolite is very deficient, and his knowledge of levelling superficial; has there been any fault found on the ground, has it been examined on the ground, or have you received any report that the work is inaccurate, besides that of Sergeant Quodling? The work has not been examined on the ground, but it is not necessary to do this to ascertain whether a person is acquainted with the use of instruments or not.

192. Sergeant Quodling examined the field-books? He did, and the work and plans.

193. I understand if the field-books are kept properly they accurately represent the work, and that the work can be judged by the field-book, if no error is committed? All errors can be detected by an indifferent party plotting the field-books.

194. *By Mr. Rotton:* I understand, from your last answer to Mr. Parkes, that it is not necessary to examine the work on the ground, in order to test the work? It is not necessary; it might be necessary in some matter, where the field-books failed to satisfy the examiner.

195. *By the Chairman (at the request of Mr. Malley):* In a case like that of Mr. Malley, where, after a personal examination of a surveyor, you are satisfied of his want of competency, do you consider it necessary to ascertain, by examination on the spot, the character of his work? I do not consider it necessary. It is evident that if the party employed is ill acquainted with the instruments he has to use, no reliance can be placed upon his work, and as Mr. Malley could not explain to the engineer-in-chief, in my presence, how to adjust a level, I was perfectly satisfied that his levelling could be of little or no value.

196. *By Mr. Rotton:* I think I understood you just now to say that although when Mr. Malley first came out he was under the orders of the Surveyor General, still his work was submitted to your inspection? To the inspection of the Railway Department.

- Captain B. H. Martindale, R. E.
13 Dec., 1859.
197. Is it not usual for surveyors to send in periodical reports of their work? It is.
198. How was it then that he was allowed to remain two years and a month in employment before his incompetence was discovered? It occurred before my arrival in the Colony, and I am not prepared to say how it happened. I took the matter in hand within a very few weeks of assuming office myself, and I am not aware why it was not taken up before.
199. *By the Chairman:* Had you ever any complaint against Mr. Malley personally for impropriety of conduct? No.
200. For neglect of duty? No.
201. Drunkenness? No.
202. Or for want of any of those qualities necessary for the due performance of his duty? No.
203. You have had no complaint except as to his want of efficiency? I scarcely could have had a complaint, because although my duties in the Colony commenced on the 28th June, I did not regularly enter into the subject of these surveys till about the period when this examination began; but I had no complaint of any kind. I think I had a general report from the engineer-in-chief of being dissatisfied with the work of Mr. Malley, but it was very general.
204. Of course you admit that when engagements are entered into, whether with men belonging to a profession, or to other persons, there may be cases where there are grounds of dissatisfaction, which grounds are not so great as to justify dismissal or the termination of an engagement, although sufficient to prevent the renewal of an engagement? It may be so.
205. In a case where duties of so responsible a character as those which this gentleman had to perform were involved—the survey of a line for an important railway—do you think that his inefficiency, which you consider was proved, sufficient justification for dismissing him? I do, because if the work is not accurate it is worse than valueless, as it leads to serious miscalculations, which may greatly affect the construction of a railway.
206. Supposing the Law Officers of the Crown had given it as their opinion that the engagement was good for three years, should you still have adhered to the opinion that Mr. Malley ought not to be employed on that work? Yes.
207. Even if Government had had to pay him compensation for the remainder of his time? Yes. I should wish in addition to state, that Mr. Malley has been since examined for a licensed surveyorship, and was unable to pass his examination.
208. When was that? That was in the spring of 1858, some two or three months after he was dismissed by the Government. I am not aware of the exact date, but I am aware of the fact.
209. Before whom was he examined? I believe, before Mr. McLean, the present Acting Surveyor General.
210. *By Mr. Rotton:* Is there not a regular Board for the examination of those who seek to be admitted as licensed surveyors? I am not aware.

APPENDIX.

COPY opinion of Mr. Solicitor General Lutwyche on the case of Mr. Malley.

1. I think that the removal from the public service of Messrs. ——— and Malley may be legally carried out, pursuant to the recommendation of Captain Martindale, as adopted by the Executive Council. In every contract for the performance of work, the law implies, on the part of the person undertaking it, an engagement that it shall be performed with due care and skill; and incompetency to discharge the duties of a particular employment appears to afford a reasonable ground for dismissal, without previous warning, even although the duration of the employment has been made one of the terms of the contract. Authorities are not wanting to shew that habitual neglect of duty will justify an instantaneous dismissal; and it seems to make no difference, in point of principle, whether the neglect is evidenced by an indisposition, or by an incapacity, to perform the service. The recent case of *Andrews v. Lomax*, 24 Law J. Exch. 80. is in unison with the view here taken.

2. In expressing the foregoing opinion I have assumed that the letter of the 26 November, 1855, in which the surveyors agree to the cancellation of the contract made in England, does not contain any special conditions which would take the case out of the operation of the general rule of the law.

That letter, though more than once applied for, has not yet been forwarded; but, as I understand that an immediate opinion is desired, I have written the above, subject to any change which the perusal of that letter, when brought under notice, may render necessary.

1 January, 1858.

ALFRED P. LUTWYCHE,
Solicitor General.

Mr. John Grogan called in and examined:—

- Mr. J. Grogan, 13 Dec., 1859.
211. *By the Chairman:* You are a surveyor? Yes.
212. Are you engaged in that capacity at the present time? Not at work.
213. You were engaged in England in the year 1855 to come out to this Colony as a surveyor? Yes.
214. On your arrival here were you ordered by your superior officer to the Northern District? Yes.
215. Were you ordered upon the same work as John Malley? Yes.
216. How long were you there? Short of two years, I think, not much.
217. Did you return to Sydney at the same time as Mr. Malley? I did.
218. Can you state to the Committee whether, in your opinion, Mr. Malley performed his work in a strictly professional and satisfactory manner? My opinion is that he did.
219. You were engaged upon the same work, and had opportunities of witnessing his performance of it? Yes, sometimes.
220. You left the public service some time ago? I did not leave the public service, but I was not at work.
221. Do you then consider that you belong to the public service now? I do.
222. You have not been engaged at any other service? Not at work, no, not at work.

SELECT COMMITTEE ON GRIEVANCES.

223. When was it you ceased ;—I hardly understand you ; you say you still belong to the public service, but you have not been at work,—how long have you belonged to the public service without being at work ? Better than two years. Mr. J. Grogan.
13 Dec., 1859.
224. Are there many more in the public service at this time who are not at work ? I cannot say ; there may be.
225. Do you get a salary ? I have not been paid now for the last two years.
226. How much do you consider you have to draw ? Well, I really cannot say. I supplied my accounts some time ago up to a certain time ; I was not paid since.
227. Are you aware that the Commissioner for Internal Communication found fault with Mr. Malley for want of competence in the performance of his work ? I was given to understand so.
228. Are you aware that Mr. Malley underwent an examination as to his knowledge of his profession ? I understood he did.
229. Did you undergo any examination ? I did.
230. Was Captain Martindale satisfied with your knowledge of your duties ? It would seem that he was ; he might find a little fault.
231. What was the evidence that he was satisfied ? It would seem he was very well satisfied ; he might differ a little in my opinion or suggestions.
232. However, in your opinion, Mr. Malley's work was properly executed during the time he was under your observation ? That is my opinion.
233. You do not wish to make any observation upon the manner in which his work was performed ? My opinion is that it was well performed.
234. *By Mr. Rotton :* You stated that you considered yourself still in the employment of the Government,—how is it then that you are not kept at work ? Really, I could not say ; I was instructed by the Surveyor General that I would be sent for when work would be prepared.
235. Are you not one of the surveyors who came out under the same arrangement and at the same time as Mr. Malley ? Yes.
236. Is it not the fact that you have received notice of dismissal from the Government ? No.
237. Have you not in similar terms to those received by Mr. Malley ? No. I do not know. Dismissal !
238. *By the Chairman :* You are not aware that a case was submitted to the Law Officers of the Crown, in which your name was included, as to whether persons engaged for three years to act in the Colony as surveyors, if found to be incompetent for duty, could be dismissed without notice, and that the Crown Law Officers gave it as their opinion that they could ? I am not aware.
239. Such an opinion has been handed in by the Commissioner for Internal Communication, and includes your name ? I am not aware.
240. *By Mr. Rotton :* Have you not been in any manner informed that your services would not be required by the Survey Department ? No ; not officially.—No, I was not ; I was never discharged ; I was engaged for three years.
241. Mr. Malley states in his petition that he received notice of dismissal from the 1st of January, 1858, and from other evidence which has been given here, it appears that other surveyors were included in that notice—that your name was amongst them—is it not the fact that your name was included ? No ; I was not aware of it.
242. You are not aware of any complaint having been made against yourself for incompetency ? No ; there might have been.
243. *By Mr. Pemell :* The three years you refer to would have expired on the last day of November last year ? The 24th of November.
244. *By the Chairman (at the request of Mr. Malley) :* You are aware that you were offered employment by Capt. Martindale, at £250 a year, with actual field expenses ? —
245. Did Mr. Malley bring you a letter containing that proposal from Capt. Martindale ? Yes.
246. Did you pass an examination and receive instructions to remain in town until your work would be prepared ? Yes.
247. Have you, since the expiration of your term of three years, sent your claim to the Government ? Yes.
248. What did the Government say when you applied for payment ? That the Government were not satisfied to pay.
249. *By Mr. Rotton :* Were no grounds given ? No.
250. Do you know their reasons for not paying you ? No.
251. They merely stated that they were not satisfied to pay ? Yes.
252. *By Mr. Laycock :* That they considered you were not entitled to payment ? Yes, something to that purport.

Mr. John Malley further examined :—

253. *By the Chairman :* You stated in your former evidence that you are £38 out of pocket on account of having had to keep your staff beyond the time for which you received payment from Government ? Yes. I have a copy of the bill sent to the Government, and that claim is included in it. Mr. J. Malley.
13 Dec., 1859.
254. Did that arise in this way—that at the time you received notice of dismissal you had your staff at Moreton Bay, and that you had not sufficient time to dismiss your staff without incurring this expense ? That was the cause of it.
255. *By Mr. Rotton :* In point of fact, you received your salary and allowances a month after you were dismissed ? Yes, up to the end of the year.
256. *By the Chairman :* Do I understand this : that though you received a month's proportion of your allowance, still you had to pay that away to your staff during that month, and over and above that were out of pocket ? Yes, before I could break up my establishment and pay off my men it was the end of January. I had to keep them till that time.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

GRIEVANCES.

(PETITION OF JOHN MALLEY.)

PROGRESS REPORT

FROM

THE SELECT COMMITTEE

ON

G R I E V A N C E S .

(PETITION OF JOHN MALLEY.)

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
15 *February*, 1860.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER,
PHILLIP-STREET.

1860.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 37. TUESDAY, 6 DECEMBER, 1859.

15. Grievances:—Mr. Parkes moved, pursuant to *amended* notice,—
1. That a Select Committee be appointed to inquire into and report upon the allegations contained in the several undermentioned Petitions:—
 - (1.) The Petition of Cornelius Delohery, presented to the Legislative Assembly, December 9th, 1856.
 - (2.) The Petition of James Pegg, presented to the Legislative Assembly, August 18th, 1858.
 - (3.) The Petition of Frederick Dunbar, presented to the Legislative Assembly, September 1st, 1859; together with the Papers referred to in such Petition.
 - (4.) The Petition of John Malley, presented to the Legislative Assembly, September 16th, 1859.
 - (5.) The Petition of Edwin Tyler, presented to the Legislative Assembly, November 29th, 1859.
 2. That such Committee consist of Mr. Flood, Mr. Rotton, Mr. Pemell, Dr. Lang, Mr. Macleay, Mr. Nott, Mr. Dickson, Mr. Laycock, Mr. Black, and the Mover.
Debate ensued.
Question put and passed.
-

VOTES No. 61. WEDNESDAY, 15 FEBRUARY, 1860.

8. Grievances:—Mr. Parkes, as Chairman, brought up a Progress Report from the Select Committee on Grievances, in reference to the case of John Malley, whose Petition was referred to the Committee on the 6th December last.
Ordered to be printed.
-

1859-60.

GRIEVANCES.

(PETITION OF JOHN MALLEY.)

PROGRESS REPORT.

THE SELECT COMMITTEE appointed on 6th December, 1859, "*to inquire into and Report upon the allegations contained in the Petitions of John Malley and others,*" have agreed to the following Progress Report:—

Your Committee have, in the first place, directed their attention to the case of the Petitioner, John Malley, and in the course of their inquiry have taken the evidence of several witnesses, including Captain Martindale, Mr. Whitton, Mr. Robertson, the late Secretary for Lands and Public Works, and the Petitioner himself.

Mr. Malley was engaged by the Colonial Agent in London in June, 1855, to proceed to this Colony as a surveyor, under an agreement for three years from the date of his arrival. He was employed from January, 1856, till October, 1857, on preliminary railway surveys in the Northern District, under terms of remuneration quite different from those of the original agreement; but this alteration does not appear to have been intended by either party to affect the period of engagement. After the arrival of Captain Martindale, Mr. Malley was ordered to report himself in Sydney, when his professional ability was tested by certain examinations under the direction of this officer, which resulted in his dismissal from the public service on the 1st of January, 1858, when more than twelve months of his engagement were unexpired.

Mr. Malley has placed before your Committee testimonials of his professional competency, in the performance of survey works in England, from several respectable persons; and he appears to have been engaged on the strength of these testimonials. And no unfavorable report on his work actually performed in this Colony has been made. The evidence of Captain Martindale and Mr. Whitton goes to shew, however, that his professional knowledge was found to be so imperfect, that, in the opinion of these gentlemen, he was unfit for employment; and though Mr. Malley had repeated opportunities to prove his competency, by examinations, he did not succeed in establishing it.

Under

Under these circumstances, and considering the admissions made by the Petitioner himself, your Committee has arrived at the conclusion that Mr. Malley's removal from the public service does not call for the interference of your Honorable House; but Mr. Malley states that in breaking up his staff at Moreton Bay, which he could not do for some time after his dismissal, he incurred a pecuniary loss in direct payments to his men of £38 10s. in excess of his allowances from the Government, and your Committee is of opinion that Mr. Malley is in equity entitled to the reimbursement of this sum.

Your Committee therefore respectfully submit their opinion on this point to your Honorable House, with the hope that Mr. Malley's claim in this particular may be referred for the consideration of the Government.

HENRY PARKES,
Chairman.

*Legislative Assembly Chamber,
15 February, 1860.*

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1859-60.

Legislative Assembly.

NEW SOUTH WALES.

DISMISSAL OF MR. C. F. GORTON.

REPORT FROM THE SELECT COMMITTEE

ON THE

DISMISSAL OF MR. C. F. GORTON,
(FROM THE SURVEY DEPARTMENT.)

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,

1 *May*, 1860.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP STREET.

**EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.**

VOTES No. 9. WEDNESDAY, 14 SEPTEMBER, 1859.

9. Mr. C. F. Gorton:—Mr. Wild moved, pursuant to *amended* notice,—
- (1.) That a Select Committee be appointed to inquire into and report upon the dismissal of Mr. C. F. Gorton from the Survey Department, with power to send for persons and papers; and that all papers laid upon the Table of the House at the close of last Session in reference thereto, and the Minutes of Proceedings and Evidence taken before the Select Committee of Session 1858, on the Management of the Survey Department, be referred to such Committee.
- (2.) That such Committee consist of Mr. Murray, Mr. Macleay, Mr. Flood, Mr. Douglas, Mr. Morris, Mr. Jenkins, and the Mover.
- And Mr. Robertson requiring that the proposed Committee be appointed by Ballot,—
- Question—That a Select Committee be appointed to inquire into and report upon the dismissal of Mr. C. F. Gorton from the Survey Department, with power to send for persons and papers; and that all papers laid upon the Table of the House at the close of last Session in reference thereto, and the Minutes of Proceedings and Evidence taken before the Select Committee of Session 1858, on the Management of the Survey Department, be referred to such Committee,—put and passed;—
- Whereupon, the House proceeded to the Ballot, and the Speaker declared the following Members to be, with the Mover, the Committee duly appointed, viz.:—Mr. Murray, Mr. Douglas,* Mr. Flood,† Mr. Macleay, Mr. Morris, and Mr. Scott.

* Seat vacant, 29 November, 1859.

† Seat declared vacant, 30 September, 1859.

VOTES No. 37. TUESDAY, 6 DECEMBER, 1859.

21. Mr. C. F. Gorton:—Mr. Wild moved, pursuant to notice, That the following Members be added to the Committee on the case of Mr. C. F. Gorton, viz.:—Mr. Jenkins, Mr. Harley, and Mr. Nott.
- Question put and passed.

VOTES No. 82. THURSDAY, 19 APRIL, 1860.

3. Mr. C. F. Gorton:—Mr. Wild, as Chairman, brought up the Report from, and laid upon the Table the Minutes of Evidence taken before, the Select Committee appointed on 14th September last on the case of Mr. C. F. Gorton.
- Ordered to be printed.

VOTES No. 83. FRIDAY, 20 APRIL, 1860.

2. Question of Order (*Mr. C. F. Gorton*):—Mr. Wild, adverting to the Report and Evidence in the case of Mr. C. F. Gorton, presented by him to the House yesterday, (*as recorded in Entry No. 3 of Votes and Proceedings No. 82*), stated that that Report, although concurred in individually by Members of the Select Committee, had, from inadvertence on his part, neither been submitted to the Committee in its collective capacity, nor entered upon the records of its Proceedings.
- Mr. Wild, therefore, moved (with reference to the principle laid down in Bourke's Precedents, page 111,) that he have leave to withdraw the said Report and Evidence.
- Question put and passed.
- Mr. Wild then moved, That the order for printing the said Report and Evidence (*recorded in the said entry*) be rescinded.
- Question put and passed.

VOTES No. 88. TUESDAY, 1 MAY, 1860.

3. Mr. C. F. Gorton:—Mr. Wild, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee on the case of Mr. C. F. Gorton.
- Ordered to be printed.

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1859-60.

DISMISSAL OF MR. C. F. GORTON.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 14th September, 1859, "to inquire into and report upon the dismissal of Mr. C. F. Gorton from the Survey Department," and to whom at the same time were referred "all papers laid upon the Table of the House at the close of last Session in reference thereto, and the Minutes of Proceedings and Evidence taken before the Select Committee of Session 1858, on the Management of the Survey Department," have agreed to the following Report:—

Your Committee, after carefully considering the circumstances surrounding this case, and after taking the evidence hereunto appended, are of opinion that the justice of this case would have been met by the payment of Mr. Gorton's salary up to the 31st December, 1858.

Your Committee also wish to express a hope that Mr. Gorton's dismissal from his situation, as clerk in the Survey Office, may not, under all the circumstances, be regarded as a bar to his re-employment in the Government service.

WILLIAM V. WILD,
Chairman.

Legislative Assembly Chamber,
Sydney, 1 May, 1860.

PROCEEDINGS

PROCEEDINGS OF THE COMMITTEE.

FRIDAY, 30 SEPTEMBER, 1859.

MEMBERS PRESENT :—

Mr. Wild,	|	Mr. Douglas,
Mr. Macleay,		Mr. Morris.

W. V. Wild, Esquire, called to the Chair.

The Clerk, by direction of the Chairman, read the resolution of the House, appointing the Committee.

Petition of Mr. C. F. Gorton read.

Committee deliberated on the course to be adopted in inquiring into the allegations contained in the said Petition, and

Resolved,—That the Petitioner be summoned to give evidence at the next meeting.

[Committee adjourned.]

WEDNESDAY, 19 OCTOBER, 1859.

MEMBERS PRESENT :—

Mr. Morris,		Mr. Wild.
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There not being a Quorum present, no meeting of the Committee was held this day.

TUESDAY, 13 DECEMBER, 1859.

MEMBERS PRESENT :—

W. V. Wild, Esquire, in the Chair.

Mr. Jenkins,		Mr. Morris.
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Mr. C. F. Gorton called in and examined.

[Committee adjourned till Friday next, at Ten o'clock.]

FRIDAY, 16 DECEMBER, 1859.

MEMBERS PRESENT :—

W. V. Wild, Esquire, in the Chair.

Mr. Morris,		Mr. Jenkins.
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A. G. M'Lean, Esquire, *Acting Surveyor General*, called in and examined.

Committee then deliberated upon the tenor of the evidence given on the subject referred to them, and

[Adjourned till Wednesday next, at Ten o'clock.]

WEDNESDAY, 21 DECEMBER, 1859.

There not being a Quorum present at the appointed hour, there was no meeting of the Committee held this day.

TUESDAY, 24 JANUARY, 1860.

MEMBERS PRESENT :—

W. V. Wild, Esquire, in the Chair.

Mr. Morris,		Mr. Jenkins.
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There having been no witness summoned for this day,—

[Committee adjourned till Tuesday next, at Ten o'clock.]

TUESDAY, 31 JANUARY, 1860.

MEMBERS PRESENT :—

W. V. Wild, Esquire, in the Chair.

Mr. Morris,		Mr. Jenkins.
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The witness (J. Robertson, Esq., M.P.) requested to attend this day not being present,—
Committee deliberated upon the advisability of again summoning that gentleman, inasmuch as his evidence might materially assist them in their inquiry, and

Resolved,—That Mr. Robertson be requested to attend at the next sitting of the Committee.

[Committee adjourned till Friday next, at Ten o'clock.]

FRIDAY,

FRIDAY, 3 FEBRUARY, 1860.

MEMBERS PRESENT :—

W. V. Wild, Esquire, in the Chair.

Mr. Morris,

Mr. Hurley.

Mr. Jenkins,

J. Robertson, Esquire, M.P., examined.

Committee deliberated, and

It was *Resolved*,—That the Chairman draw up a Report, to be considered, together with the Evidence as far as printed, at their next meeting.

[Committee adjourned till Wednesday next at *Ten o'clock*.]

WEDNESDAY, 8 FEBRUARY, 1860.

By direction of the Chairman, the meeting of the Committee summoned for this day,—

[Postponed to Friday next at *half-past Eleven o'clock*.]

FRIDAY, 10 FEBRUARY, 1860.

There not being a Quorum present, no meeting of the Committee was held this day.

FRIDAY, 17 FEBRUARY, 1860.

There not being a Quorum present, no meeting of the Committee was held this day.

WEDNESDAY, 22 FEBRUARY, 1860.

There not being a Quorum present, no meeting of the Committee was held this day.

TUESDAY, 28 FEBRUARY, 1860.

MEMBERS PRESENT :—

W. V. Wild, Esquire, in the Chair.

Mr. Morris,

Mr. Macleay.

Committee deliberated.

[Adjourned.]

TUESDAY, 24 APRIL, 1860.

MEMBER PRESENT :—

Mr. Wild.

There not being a Quorum present, no meeting of the Committee was held this day.

TUESDAY, 1 MAY, 1860.

MEMBERS PRESENT :—

W. V. Wild, Esquire, in the Chair.

Mr. Jenkins,

Mr. Morris.

The Chairman laid before the Committee a Draft Report.

Draft Report read, and certain Amendments made therein.

It was *Resolved*,—That the Report, as amended, be the Report of this Committee. Chairman requested to report to the House.

LIST OF WITNESSES.

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1859.

. **Legislative Assembly.**
NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON

MR. C. F. GORTON'S CASE.

TUESDAY, 13 DECEMBER, 1859.

Present:—

MR. MORRIS,

MR. WILD.

MR. JENKINS,

W. V. WILD, ESQ., IN THE CHAIR.

Mr. Charles F. Gorton called in and examined:—

1. *By the Chairman:* You petitioned the Legislative Assembly for redress in a certain matter? Yes.

2. Will you tell the Committee, as briefly as you can, under what circumstances? Because I found I had been dismissed on account of my having been examined for evidence before a Select Committee of the Legislative Assembly upon the management of the Survey Department.

3. You were summoned to attend that Committee? I was summoned by the Chairman, and although during the examination I was told by the examiners that I should suffer no loss or detriment on account of any evidence I might give, I was afterwards dismissed.

4. How do you prove that it was in consequence of your examination before the Committee that you were dismissed? Colonel Barney submitted for the consideration of the Minister of Lands and Works certain of my letters, which he considered improper, and the Minister for Lands finally decided in this matter in his blank cover Memorandum of the 31st of July, 1858. I was to remain at the same salary without promotion if I withdrew the correspondence, which I did. I considered, however, that I had a right to take advantage of the permission granted under the blank cover memorandum to the effect, that I should put my case in a more temperate style. This I did.

5. What was the effect of this Memorandum of the Surveyor General—that you were not to receive promotion, but remain in the office under the same circumstances as before? Yes; that is, that the gentleman recommended for promotion should be put over my head.

6. Did you withdraw the correspondence? I did; and requested the Minister not to consider my correspondence as having been written, in a sufficiently temperate style, and begging him to give my case re-consideration, as one of great hardship. The Surveyor General then pointed out to the Minister for Lands and Works my gross insubordination, in having been examined before a Select Committee of your honorable House; and I was then dismissed without further hearing.

7. How do you know that on account of your having given evidence before this Committee you were dismissed? Because there was nothing else. The Surveyor General notified to me that any communications I had to send to the Minister for Lands and Works must not be sent direct to that gentleman, but through him (the Surveyor General); but only when the Estimates providing for the department were about to be passed, did I again communicate with the Minister. I found that my letters to him through the Surveyor General

Mr. C. F.
Gorton.

13 Dec., 1859.

Mr. C. F. Gorton. would be detained in the office until they were too late, and I sent copies of them to the Secretary for Lands and Works.

13 Dec., 1859. 8. Was that the only other time you were reported? There was no other complaint but with respect to this application for promotion.

9. How long have you been in the Surveyor General's Office? About six years and a half, up to the time I was dismissed.

10. Has your dismissal from the Survey Office occasioned you any loss besides the loss of salary? Yes; the stigma cast upon my character has prevented me from obtaining employment elsewhere.

11. Have you had no employment since your dismissal? I have had no employment since then, except a little during the elections; and my family have suffered very much. I have lost my life insurance for £300, because I could not pay up the interest. I was insured in the Mutual Provident Society.

12. Did you and Mr. Halloran, the chief clerk in the office, have any correspondence on the subject of your dismissal? No, sir.

13. Or as to the fact of your having given evidence before a Select Committee? Mr. Halloran mentioned it as an instance of insubordination that I did not apply to the Surveyor General for permission to attend on summons.

14. You did apply to the Surveyor General for permission? No; I applied to the chief clerk, as his subordinate.

15. One question you have not answered fully—how do you prove, after all, that your dismissal was owing to your having given evidence before the Select Committee? Because it was delivered under blank cover of the 21st of September.

16. Did no correspondence of an angry character pass between you and the Surveyor General? None; but a request asking him to take into re-consideration my extremely hard case, and also to take into consideration the Minister's Minute.

17. *By Mr. Morris:* Is the insubordination here alluded to in effect the addressing of letters to the Chief Secretary instead of to the Surveyor General? Not that exactly.

18. I will call your attention to the paragraph (last but three on the tenth page) of a letter from the Minister for Lands, dated the 27th of August, which states that "Mr. Gorton's continued transmission of letters direct to myself, notwithstanding it having been frequently pointed out to him that they should be sent through the head of his department, is in this last letter peculiarly blameable, for I am assured by Mr. Fitzpatrick that he warned Mr. Gorton of the proper mode of action in this matter, and that he nevertheless persevered." Is not that the substance of the complaint made against you? I do not think it was; another clerk in the office forwarded a letter to the Minister for Lands and received promotion, no notice having been taken of it.

19. Is it because you removed from the office, without permission, an original document, in order that you might give evidence upon it before the Select Committee? I do not know that I ever did so.

20. Have you not read Mr. Robertson's memorandum of the 27th August? No. I think the memorandum refers to an original document which Mr. Halloran wrote to me when I was put in possession of the branch department; it was a private memo: stating that he would hold me personally responsible for the management of the letter branch; I kept that document, and gave it to Mr. White.

21. *By the Chairman:* That is what is called an original document in the Minute of the Secretary for Lands? I suppose so; but it belonged to me, and I considered it my private property.

22. Would it be contrary to order to carry it out of the office? No.

23. Will you be kind enough to look at that memorandum signed "H. Halloran," and dated the 19th of August, 1857—is that a copy of the original document referred to in the Chief Secretary's memorandum? Yes. That certainly belongs to me, and not to the office.

24. Would you be kind enough to state what possible bearing it could have upon the inquiry into the management of the department? Because it was stated in the evidence of Mr. Halloran that there were three branches in the department; I said seven. Mr. Forster asked me how I proved that there were seven; I said, if you refer to the document sent in to the Retrenchment Committee, you will see that there are seven; I was the seventh in charge.

25. *By Mr. Jenkins:* How was it the Select Committee chose you as a witness in the first instance? I called upon Mr. White, the Chairman, who is a friend of Mr. Robertson's, and I went to Mr. Dark, and asked him to speak to Mr. Robertson in my favor. He asked me if I had any objection to give evidence before the Committee; I said I had been six years and a-half in the department, and therefore had had some experience in it; and he said he would summon me.

26. *By the Chairman:* Have you anything further to state in reference to this matter? Nothing more than to point out that I was allowed to retain my appointment before Colonel Barney pointed out to Mr. Robertson that I had been examined before the Committee.

27. It was after the withdrawal of this correspondence that you were allowed to retain your appointment? Yes. Mr. Robertson said it would be necessary for me to withdraw that letter, and I did so.

28. How long after this was it that you were dismissed? I wrote a letter the following morning, and in forwarding this letter to the Secretary for Lands the Surveyor General called attention to my insubordination in having been examined before a Select Committee.

29. Then you were dismissed on the remaining act? I was dismissed on the remaining act.

30. *By Mr. Morris:* I understand you to say that it is the practice in the Surveyor General's Office that if any officers in the department have any communication to make to the Chief Secretary

Secretary that they must not address them to him direct, but only through the Surveyor General? Only through the Surveyor General; unless you find your letters were being detained, that would be the regular course. My letters were detained three weeks, and it was only when the Estimates of the department were being dealt with that I communicated with the Chief Secretary, because the letters if detained after that date would be too late.

31. *By the Chairman*: How long were they detained? They were detained seven days.

32. *By Mr. Jenkins*: Notwithstanding that Colonel Barney did not dismiss you, Mr. Robertson recommended your dismissal? That is it.

33. The usual practice is to pass letters to the Chief Secretary through the head of the department? Yes. But when Mr. Hay was there we were allowed to appeal to him.

34. Did you pass any letters previously? I did not do so until I suspected that my application would be too late. Mr. Malloran knew that it would be too late, and he wished to put his friend over my head as corresponding clerk.

Mr. C. F.
Gorton.
13 Dec., 1859.

FRIDAY, 16 DECEMBER, 1859.

Present:—

MR. WILD, | MR. JENKINS,
Mr. MORRIS.

W. V. WILD, ESQ., IN THE CHAIR.

Alexander Grant M'Lean, Esq., called in and examined:—

35. *By the Chairman*: You are Acting Surveyor General? I am.

36. Do you know the circumstances under which Mr. Gorton was dismissed, or do you recollect them? I do not recollect them very precisely.

37. Were you Acting Surveyor General then? No; I was chief draftsman at that time and had nothing to do with the clerical branch.

38. Then you do not know anything of those circumstances? No, nothing, excepting generally.

39. What would be the practice with reference to writing letters direct to the heads of departments from a subordinate? Direct to a Minister?

40. Direct to the head of another department instead of writing through the head of your own? There was a case in point lately, when one of the surveyors addressed the Secretary for Lands on the subject of the stoppage of pay; having previously written through the head of the department, who declined to forward the letter. His letter was returned to me with the request that I would inform him that the request should come only through the head of the department. That is the usual course.

41. There is a memorandum here, signed by Mr. Robertson, in which he says "Mr. Gorton should put forward his claims, such as they are, more temperately. It will be necessary that he withdraw the correspondence as suggested by the Surveyor General on the 26th July. Holding, as I do, the Surveyor General responsible for the proper and efficient working of his department, I am not disposed to interfere with any decision of his, unless in an extreme case." Now, supposing Mr. Gorton, in pursuance of this memorandum, withdraws the correspondence and does advance his claims in a more temperate way, would that be an act of insubordination? Through the head of the department?

42. Supposing there was any subsequent correspondence written in a proper manner, would that memorandum be looked upon as preventing him from writing? I think, on the contrary, it invites him, and might be interpreted as a permission to write direct.

43. To the head of any other department? I think it might be so interpreted.

44. At all events, if there were any doubt on that question, it would be rather a venial error? I think so.

45. And if so? I think it would almost justify the irregularity.

46. *By Mr. Morris*: Probably you will state to the Committee the exact rule in the office as to the matter before the Committee—as to correspondence between any of the officers, for instance, in your department and the Chief Secretary for Lands. Supposing they had a communication to make to the Chief Secretary, would they address a letter direct to the Chief Secretary, sending it through the head of your department—would that be proper or not? I think there would be no impropriety in directing a letter to the Chief Secretary and sending it through the Surveyor General. The ordinary course would be to send it to the Surveyor General, requesting that it might be laid before the Chief Secretary.

47. Probably you are aware that Mr. Gorton, after having had the permission of the Chief Secretary to put forward his claims more temperately, adopted that course? Yes; I perceive that he adopted that course.

48. Well, this letter of Mr. Gorton's to the Chief Secretary for Lands being on the very face of it a pressing matter, inasmuch as the estimates were to be made out in a few days, and Mr. Gorton finding that seven days were allowed to elapse without this letter being sent at all to the Chief Secretary by the Surveyor General—was he then wrong in writing direct and not through the head of the department to the Chief Secretary—was that an act of insubordination? I confess that I think that rather a nice question.

49. Does it bear on the face of it insubordination? Well, I think the case at this stage almost came under the designation of an extreme case, in which this letter merely begging that

A. G. M'Lean,
Esq.
16 Dec., 1859.

A. G. McLean, Esq. that an inquiry might be made into the matter, was not unjustifiable under Mr. Robertson's memorandum.

16 Dec., 1859. 50. Now will you be kind enough to turn to the bottom paragraph of the eighth page of the correspondence—to a memorandum by Mr. Halloran, signed "H. Halloran"—probably you would be kind enough to read it? Yes; I see he is held responsible for despatching all letters on the day they are dated.

51. Now when Mr. Gorton was summoned to give evidence before a Select Committee of the Legislative Assembly, did he commit an act of insubordination by producing that memorandum addressed to himself without having first obtained the permission of the head of his department—is that such a memorandum as he should not have taken from the office without having first obtained the sanction of the head of the department? I think it is a memorandum addressed to himself personally, and one which he would have been quite justified in keeping in his own house if he had felt disposed.

52. *By the Chairman*: How long was Mr. Gorton in the department while you were there? Speaking from memory, I think he must have been for four or five years.

53. Have you had an opportunity of seeing his conduct and demeanor in the office? Yes, I have had frequent opportunities.

54. Can you give an opinion as to the regularity of his attendance, and the degree of efficiency with which he performed his duty? He was regular, as far as I have observed, in his attendance. The duty he had to perform was not of a very important nature—the superintendence of entry and despatch of letters. I have heard complaints of his conduct on one or two occasions.

55. *By Mr. Jenkins*: What was the nature of those complaints? It was not such as to affect the present inquiry.

56. Nothing to do with any act of insubordination? No, I know of no act of insubordination further than what appears in these papers.

57. *By Mr. Morris*: Mr. Gorton, if I understand rightly, was on the third class of clerks? I think he was a clerk of the third class.

58. Could you say at all whether he was competent for the discharge of duties such as are performed by clerks of the second class? Well, I think that, hitherto, in the Government service, the classification of clerks has not been quite in accordance with their duties; but I do not think he was equally competent with Mr. Thomas, who is mentioned in this correspondence. So long as the system of seniority rules, of course, competency and classification cannot well be in accordance with each other.

59. Would you be kind enough to look at page 7 and No. 7 of the correspondence, and read the letter of the Surveyor General to Mr. Gorton—do you think a compliance on Mr. Gorton's part with the request of the Surveyor General would condone his former offence, or, was his former offence condoned by his compliance with the request? I think, so far as there was no other ground of complaint it may have been, but not if a similar ground of complaint arose.

FRIDAY, 3 FEBRUARY, 1860.

Present:—

MR. MORRIS,	|	MR. JENKINS,
MR. HURLEY,		MR. WILD.

W. V. WILD, Esq., IN THE CHAIR.

The Hon. J. Robertson called in and examined:—

The Hon. J. Robertson. 60. *By the Chairman*: You were Secretary for Lands and Works, from July to September, 1858? From the 11th of January, 1858, to the 27th of October, 1859, I think.

3 Feb., 1860. 61. Do you recollect any correspondence which took place between Mr. C. F. Gorton and the Surveyor General, about July, 1858? Yes.

62. Do you recollect that, in consequence of the tone of these communications, complaints were made against Mr. Gorton? If you will permit me, I will state what I recollect of the matter; and then perhaps you may ask me questions upon those points with regard to which you more especially require information. Although, since the matter was opened, I have not taken an opportunity to read the papers respecting it, I think I remember sufficient of it to state the circumstances. As I remember the circumstances, they are these:—Mr. Gorton was a clerk holding an inferior position in the Surveyor General's Department; his duty being that of entering the receipt of letters—a duty similar to that of a copying clerk; but I do not think he was considered a very efficient person. I found that my predecessor, Mr. Hay, had been applied to by Mr. Gorton, some time before, in objection to the course of the Surveyor General, in that that official had not recommended him for promotion. Mr. Hay concurred in the view of the Surveyor General, and did not promote Mr. Gorton. Mr. Gorton then, contrary to the rules of the service, directed a communication to Mr. Hay; the practice of the public service being, that before communications are sent from subordinates to the Minister, they should come through the head of the department. Mr. Gorton persisted in this course; and Mr. Hay communicated his displeasure at that gentleman acting thus insubordinately; stating that he might consider himself as recommended

mended for dismissal, if he did not withdraw this letter. Thus much of the papers I read at the time Mr. Gorton's case was brought under my notice. When I came into office there was a claim for promotion (not the same promotion, I think, as Mr. Hay had had to deal with), and there being then a gentleman in the office who happened not to have been there so long as Mr. Gorton, but who was represented to be much more efficient and superior to Mr. Gorton, that gentleman (Mr. Thomas, I believe) was recommended by the Surveyor General for promotion. Almost as a matter of course, the recommendation was indorsed by me, on the ground that it would be improper in me to interfere with the recommendation of the head of the department, unless I had strong reasons for doing so. Seeing that no sufficiently strong reason existed for doing so in this instance, I acquiesced in the recommendation. However, Mr. Gorton re-opened his claim for promotion, and addressed a letter of remonstrance to myself. He took the course of communicating directly to me, notwithstanding the expressed opinion of Mr. Hay in reference to that matter. But more than that, he did so in a remarkably offensive manner; for he first sent his letter to the Under Secretary for Lands and Works, who returned it to the Surveyor General, pointing out the necessity of reminding Mr. Gorton that his communications with the Minister must be through the head of his department. Mr. Gorton, subsequently, himself called upon the Under Secretary, who personally told him that such a course must not be pursued; but he still persisted in the course of directly communicating with the Minister. It was not, therefore, done in ignorance, or with a want of knowledge of the proper course, because my predecessor had stated his condemnation of it, which, accompanied by the minute of the Executive Council, was forwarded to Mr. Gorton. In the meantime a Committee of Inquiry into the Department (Mr. White's Committee) was appointed, and Mr. Gorton was summoned to attend that Committee. Colonel Barney subsequently complained to me that Mr. Gorton had attended this Committee, and had taken from the office certain official records without the consent of his superiors, or that of the gentleman in charge of the room. At that time a fresh question was raised, and I received a letter requesting my interference, in consequence of the repeated acts of insubordination committed by Mr. Gorton; and the matter was on my table for consideration when the statement of Colonel Barney in reference to this fresh act of insubordination—the bringing away of the official papers—was brought under my notice. I wrote a Minute on the subject for the consideration of my colleagues, which, at their instance was somewhat modified, and the Governor General was recommended to dismiss Mr. Gorton for these repeated acts of insubordination; not on consideration of the last complaint for taking away the papers, but on account of persistence in insubordination. The other (the last) point had not been decided upon; and it was not upon that it was determined to dismiss, although in the Minute it was mentioned with the others. Colonel Barney, whose recollection appeared to have failed him, had made a mistake in reference to the statement that Mr. Gorton had taken away these official papers without authority, as it seems on further examination that Mr. Gorton had obtained authority from Mr. Halloran, his immediate superior. Therefore that part of the alleged misconduct of Mr. Gorton was a mistake; and it was one of several errors of memory on Colonel Barney's part, which at last led to his retirement from the public service. I think it will be seen that, although my Cabinet Minute mentions this taking away of an official document, it is as a matter of minor complaint, and the Executive Minute does not mention it; for in the interim between the Executive Council having determined upon recommending the Governor to remove Mr. Gorton and the making of the Minute, I had discovered that Colonel Barney had made an error about these records. Thus it will be seen that in the Executive Minute there is nothing said about their removal.

63. *By the Chairman:* Then, I understand you to state that the immediate cause of Mr. Gorton's dismissal was the irregularity of the correspondence? The impropriety of his persisting in addressing the Minister directly, notwithstanding remonstrance after remonstrance, first on the part of his superior officer, Colonel Barney, next by Mr. Hay's Minute, then by the Under Secretary for Lands sending back the letter addressed to me to the Surveyor General; then his persisting in doing so after his having called upon the Under Secretary, and after that officer having warned him of the irregularity and its probable consequences. There was nothing to do but to upset the rules of the service or to dismiss this gentleman.

64. *By Mr. Morris:* If you will be kind enough to turn to page 6 of the correspondence, and look at No. 5 extract, you will observe a Minute of your own? Yes.

65. Would you be kind enough to read it, and say whether, in the face of that Minute, Mr. Gorton was not justified in renewing his claim, such as he had? Perfectly justified, but not directly to the Minister; he should have addressed his application through the Surveyor General, and this he did not do.

66. If you will have the kindness to turn to page 8, and extract No. 9, I think you will find that Mr. Gorton did address the letter to you through the Surveyor General? Just so, in the first instance, and we considered that his claims were not sufficient.

67. This letter forwarded directly was never considered, and no reply given to it? He directed the letter No. 9 to us before we could get to the consideration of the previous one, but it was considered.

68. Would you be kind enough to read No. 9, and say whether you do not think an apparent injustice was done to Mr. Gorton by withholding the letter dated the 10th of August, when, unless a decision upon it were come to at once, his claim could not of course be considered? Under the circumstances detailed in letter No. 9, was he not justified in appealing directly to you, supposing that an injustice to him had been done by the Surveyor General withholding his letter? No; I think he might have directed a short communication to me merely calling my attention to that fact; but any letter on the subject of promotion ought to have been forwarded

The Hon.
J. Robertson.
3 Feb., 1860.

The Hon. J. Robertson. forwarded through the Surveyor General. Colonel Barney could not transmit the paper, although written on the 10th of August, without communicating with Mr. Halloran, the gentleman in charge of the room, and the Minister would not then be in a position to deal with the question of whether the allegations were correct or not, it would be required that they should be submitted to the chief clerk, who would express his opinion upon the matter, and that would have occasioned some little delay before the subject could be placed before the Minister.

Feb., 1860.

69. Do you not think there was unreasonable delay? Well, there did appear to have been some unnecessary delay, although I cannot say what might have been the pressure of work in the department at that time; but I am sure of this, that if Colonel Barney found that the appointment was likely to be filled up by me during the period that Mr. Gorton's letter remained unreported upon or unconsidered, he would have entrusted the matter to me, and thus there would have been no chance of its being filled up till the communication was considered.

70. What I wish to arrive at is, whether, under the circumstance of the supposed injustice, Mr. Gorton was not justified in addressing the letter No. 9 to yourself? I do not think he was.

71. I may state that we have it in evidence from the head of the department that, under such circumstances or considerations, he was quite justified, and that that would be the practice? Perhaps so; I would not be positive upon the point; I am not the best authority upon the technicalities of officialism of that kind; but I think the right way would have been to communicate through Colonel Barney.

72. *By Mr. Jenkins:* Is it within your memory that this letter of the 10th of August reached you before the 19th or 20th of August? I cannot say, but I have no doubt it was mentioned to me that such a letter was in existence and under reference; hence there could not have been an appointment made in the meantime. If Colonel Barney held back a paper of that kind, and an appointment was made in the interim, Colonel Barney himself would be in a very awkward position. There would then be a grave charge against him. There cannot be a doubt that, on receiving the recommendation of Mr. Halloran, the Surveyor General thought it better that the gentleman whose appointment was recommended should be sustained in that appointment. Mr. Gorton has been long enough in the service to know that any head of a department would risk his position in the public service by taking the course of withholding such a letter as his, whilst the appointment it referred to was under the consideration of the Minister.

73. *By the Chairman:* I observe that in your Minute of the 27th of August (the last Minute of your correspondence), you recommend, in the concluding sentence, that the mildest mode of disposing of his (Mr. Gorton's) case would be to give him notice, that at the end of the current year—it then being August—his services should be discontinued? Yes; I thought that within that time he would be able to find some other means of obtaining a livelihood, but my colleagues differed with me in that respect, thinking that it was of no use to continue so long in that office the services of a gentleman who was continually at war with the head of his department, and that it would be better to let him go where he might be able to make his own way. I thought it might be possible that there were faults on both sides, and desired, therefore, that some time should be given Mr. Gorton, in order to allow him to find an appointment for himself; but my colleagues thought the case one which required more prompt treatment.

74. As head of this particular department your view of the case was, that it would be but just to dismiss Mr. Gorton at the end of the year? For the public interest it would not have been desirable to have these quarrels, but as I thought there might be some irritation working upon the feelings of Mr. Gorton, I wished to let him down as easily as possible.

75. *By Mr. Jenkins:* I think you say that, as far as Mr. Gorton is concerned, it would be a sufficient mark of your displeasure to have let him off at the end of six months; but how would he have done his work in the meantime? There was no direct complaint as to the manner in which he performed the duties for which he was retained, while, at the same time, there was no mark of ability in Mr. Gorton to warrant his promotion. I am not aware of anything on the papers leading to the belief that the public service was damaged by the want of ability in Mr. Gorton to perform those duties he was then performing; but I think the public service would have been damaged if I continued in the office one who was always at war with others in the department. Mr. Hay states in his letter that "the valuable time of the heads of departments must not be taken up by continual discussion of such points; my answer must be conclusive"—a decision I perfectly acquiesce in; but I may also say that if you have a gentleman in the service, who, for whatever reason, is continually at war and occupying so much time and correspondence—doing acts clearly unwarranted and contrary to his instructions—the best way is to ease him out of the public service as early as possible, having regard to fair consideration for his personal prospects.

76. *By the Chairman:* You say that by the withdrawal of the previous correspondence Mr. Gorton appeared to have started again on a clear footing? I do not think he was clear at all.

77. But everything that he had previously done appears to have been condoned by that withdrawal? Even if it were so, surely when a fresh matter is raised his previous character and conduct is not to be forgotten. If you forgive twenty offences, and afterwards the faults are repeated, you do not overlook what has gone before. I do not conceive that this shut out Mr. Gorton from employment in the public service, and my Minute shewed a desire to keep him in it for some months, during which he might have found other employment. The Minute of the Secretary for Lands and Works, that he might be retained in office for six months, was not acquiesced in by the Minute of the Executive.

78. *By Mr. Jenkins:* If it was necessary that he should be removed, why keep him there, his

his services being undesirable,—would it not be a practical censure upon the service? There had been no censure upon the character of his services, nor would his retention be a practical censure upon the public service. The Hon.
J. Robertson.

79. *By Mr. Morris*: If you will refer to the correspondence which occasioned Mr. Hay's Minute, you will observe that the practical censure therein conveyed did not refer in any way to the question of Mr. Gorton's efficiency? But he continued his insubordination by direct communication with the Minister. 3 Feb., 1860.

80. Mr. Hay seems to have approved of his having communicated with him in the way in which he did, Mr. Hay alluding to it in this way, "If Mr. Gorton considers himself aggrieved he may appeal to me, and that appeal ought to be considered final"? Yes, that is all right if that was done as in the first instance, in the usual way, through the head of the department; but he subsequently communicated directly to the Minister. I may be permitted to say that as I have not read any of the papers for some time, there may be some inaccuracies in my statement of the case; but from what I remember of it I believed that it was of no use keeping this gentleman in the service under the state of things he had brought about, and that the best way of settling matters was to ease him out of it.

81. Nothing in Mr. Gorton's conduct, I think you remark, occurred to exclude him from future employment in the public service? I think not. There may have been some irritation displayed in this matter, and perhaps a little temper by both Colonel Barney and Mr. Gorton. If I had remained in office, and this gentleman had been for a year or so without public employment, I should not think his conduct a bar to recommending his engagement in the public service in some other department.

82. *By Mr. Hurley*: Would it not be injurious to the public service, in any department, to engage so violent a person? I never saw the gentleman that I know of; but it seems to me that there was a little feeling between him and others in the department, and it was quite possible that if this gentleman was placed in another office he might get on better, as there might be some source of irritation existing in his former position, which would not be found in another. Besides, we submit to things inflicted by some persons, as well as in Governments, whilst we would not submit quietly to the same things if done by others.

1859.

NEW SOUTH WALES.

GERMAN IMMIGRATION.

(DESPATCH RELATIVE TO.)

Presented to both Houses of Parliament, by Command.

THE SECRETARY OF STATE FOR THE COLONIES to THE GOVERNOR GENERAL.

(No. 29.)

Downing-street,
24 March, 1859.

SIR,

I have to acknowledge the receipt of your Despatch, No. 155, of the 25th October last, reporting upon the defective manner in which emigration has been conducted to New South Wales from some of the German Ports; and I transmit for your information a copy of a correspondence which has passed upon the subject between this Department and the Foreign Office, from which you will learn the steps that have at present been taken upon the subject.

C. O. to F. O., 11 March.
F. O., 16 March.

A further communication will be addressed to you when more information has been received from the Foreign Office.

I have, &c.,
E. B. LYTTON.

GOVERNOR
SIR WILLIAM T. DENISON, K.C.B.,
&c., &c., &c.

[Enclosure No. 1.]

Downing-street,
11 March, 1859.

Sir,

I am directed by Secretary Sir E. B. Lytton to transmit to you, to be laid before the Earl of Malmesbury, the accompanying copy of a Despatch from the Governor of New South Wales, with its enclosures, on the subject of the defective and objectionable manner in which emigration has been conducted to that Colony from some of the German ports. I am also to enclose the copy of a Report which has been received from the Colonial Land and Emigration Commissioners in reply to the reference which was made to them.

No. 155, 25 October, 1858.
16 February, 1859.

I am to request that you will move the Earl of Malmesbury to cause the Governments of Hamburg and Bremen to be apprised of the evils brought to light in emigrant ships proceeding from those cities, to which they will doubtless be desirous to afford a correction; and that you will inform his Lordship that Sir E. B. Lytton is disposed, if he should see no objection, to authorise the Governor to concur in any Colonial enactment of the kind specified by the Emigration Commissioners which may be passed by the local Legislature to remedy the evils complained of; in which case it will be necessary that notice to that effect should be given to the Governments of any of the German States from which emigrant ships proceed to Australia.

I have, &c.,
H. MERIVALE.

E. Hammond, Esq;

[Enclosure

[Enclosure No. 2.]

Emigration Office,
15 February, 1859.

Sir,

No. 155, 25 October, enclosures to which are here-with returned.

I have to acknowledge your letter of 25th ultimo, enclosing the copy of a Despatch from Sir W. Denison, with various enclosures, on the manner in which emigration to New South Wales from German ports is conducted.

2. It appears that in May, 1858, a Committee of the Legislative Council was appointed to inquire into the alleged abuses in German Emigration. In the following September the Bremen ship "Wilhelm Kirchner" arrived in Sydney, and in consequence of a complaint from the passengers, an inquiry was instituted before the Immigration Board. The results of the two inquiries coincide in a remarkable degree, and prove that in German ships there is a great neglect of the regulations and precautions necessary for the proper conduct of emigration. It appears that there is no separation of the sexes, and that gross immorality in consequence prevails; that there is no sufficient inspection of the fittings of the ship, of the provisions, or of the passengers, at the port of embarkation; that no effectual precaution is taken against overcrowding; that the issue of provisions and water is very irregular, and often very insufficient; that the person carried as Surgeon is often not properly qualified, and that there is no separate hospital for the sick. It is further shewn that, as the law at present stands, the emigrant can obtain no redress on his arrival at his destination for breach of contract, or ill-treatment on the voyage.

3. The Committee of the Legislative Council recommend, to remedy these evils, that a local Act should be passed, founded on the Imperial Passenger Act, the Passengers Act of the United States, and the Immigration Act of the Colony of Victoria, "which, while sufficiently stringent to remove the grievances, will not trench unjustifiably on the maritime rights of Foreign States."

Sir W. Denison, however, points out that such an Act would be punitive only, not preventive, and suggests that it would be better that steps should be taken at the port of departure to ensure the maintenance of order and decency on board by regulations analagous to those enforced in British ships.

The alternative would, he considers, be the enforcement in the Colony of regulations of such stringency as practically to put a stop to German Immigration.

4. There can be no question as to the importance of adopting measures to place this emigration on a better footing, the only question is as to the nature of those measures. The matter is one of considerable difficulty, from the circumstance that where the witnesses are there is no jurisdiction, and where the jurisdiction is there are no witnesses, to allow the law to be put in force for offences committed on the voyage. The same difficulty is constantly meeting us in the case of emigrants leaving this country in foreign ships, but we are enabled in some degree to overcome it by means of the bond given to the Crown under the Passengers' Act.

5. The ports from which the vessels complained of have sailed are Bremen and Hamburgh.

There would probably be no difficulty in inducing the Legislature of those cities to revise and improve their existing laws for the regulation of passenger ships to the British Colonies, if they were made aware that the alternative would be that the Colonies would pass such laws as would virtually put an end to emigration to them in German ships.

The points on which further regulations appear to be most urgently required, are the number to be carried and the space to be allotted to each, the proper fittings, ventilation, and lighting of the passenger decks; the effectual separation of the berths of married and single, and single males and females; the establishment of hospitals and separate privies; the exclusion of dangerous or unwholesome articles of cargo; the proper inspection of the quality and quantity of the provisions and water; the verification of the competency of the medical officer; and the medical inspection of the passengers and of the medicines before sailing.

The sections in the Passengers' Act, 1855 (of which a copy is enclosed), which refer to these points, are stated in the margin. I also enclose a memorandum on the Passengers' Act, compiled for the assistance of Emigration Officers. The pages which refer to the points above alluded to are stated in the margin. I observe it is stated in the evidence before the Committee of the Legislative Council that solid divisions are forbidden by the Bremen law in the between decks of emigrant ships, from an apprehension of their interfering with ventilation. Experience in Government ships for a great many years, and in ordinary ships since 1852, enables me to say that such apprehensions are quite unnecessary, and that a wooden partition either strongly louvred in the upper part, or left open to within a few inches of the deck above, will do no harm in a ship that is otherwise properly ventilated.

6. But although the enactment by the Legislatures of Bremen and Hamburgh of regulations analagous to those in our Passengers' Act would ensure that ships should be better found and fitted on proceeding to sea, they could not ensure that order or decency should be maintained on the voyage, that the passengers should not be ill-treated, and that the proper quantities of provisions and water should be issued to them; and as the Colonial Courts could not, as I have observed, punish such offences, and there would be little chance of the emigrant returning to Germany to take proceedings against the Master, he might with great confidence calculate on impunity for anything he might do to emigrants on the voyage. This, however, might be prevented if the Legislatures of Bremen and Hamburgh would require the masters of all passenger ships to give a contract ticket to their passengers analagous to that in Schedule K of our Passengers' Act, but binding him, in addition, to treat the passengers well, and to observe any regulations which may be prescribed by law for the maintenance of order and decency,—such contracts could, I apprehend, be put in force against the Master before the Colonial Courts, by a law to be passed for the purpose, without violence

Enclosure 1.
Sections 18, 14,
20, 21, 22, 24, 25,
26, 29, 31, 42 and
44.
Enclosure 2.
P.P. 15 to 20.
" 24 to 29.
" 33 to 42.

violence to international law; and, if so put in force, there can be little doubt that they would be effectual. The damages and costs which, under our Passengers' Act, can be recovered for breach of the stipulations of the contract ticket, are fixed (sec. 73) at the amount of the passage money, and £20. If the Legislatures of Bremen and Hamburgh should consent to require such contract tickets, it would probably be thought right to insert in them some maximum as damages.

7. Lastly, the Colonial Legislature would be competent to pass a law on the model of the law of the United States and of the neighbouring Colony of Victoria, enacting that any passenger ship which shall arrive in the Colony having more than a specified number of passengers in proportion to her tonnage and space (exclusive of any born on the voyage), or not having her decks and berths properly fitted, or proper separation between the sleeping places of married and single, and single men and women, or not sufficiently ventilated and lighted, or without a duly qualified medical officer (except in case of his death on the voyage), shall be subject to penalties on conviction before the local tribunals. Such a law, however, if passed, must apply to all foreign countries, not to the ports complained of only; and it would be necessary therefore to give early notice of it to the resident Consuls of the foreign countries from which emigrants come, in order that they might communicate it to their respective Governments. It would also be desirable to postpone the operation of any such Act so as not to affect any ships which may have sailed before its enactment could be known in the port from which they sailed.

I have, &c.,

T. W. C. MURDOCH.

Herman Merivale, Esq., C.B.

[Enclosure No. 3.]

Foreign Office,
16 March, 1859.

Sir,

I am directed by the Earl of Malmesbury to acknowledge the receipt of your letter of the 11th instant, relating to the objectionable manner in which emigration from the German ports to the Colony of New South Wales has been conducted; and I am to acquaint you that his Lordship has instructed Her Majesty's Chargé d'affaires to bring this subject to the notice of the Hanse Towns Government.

I am, &c.,

WM. SEYMOUR FITZGERALD.

Herman Merivale, Esq.

1859.

Legislative Assembly.
NEW SOUTH WALES.

GERMAN IMMIGRATION.

(CORRESPONDENCE IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 9 September, 1859.

SCHEDULE.

NO.	PAGE
1. Mr. Henry Hamburger to the Colonial Secretary, requesting that naturalized Germans may be allowed facilities in the introduction into the Colony of their relatives and friends. 8 January, 1859	1
2. Immigration Agent to the Under Secretary, reporting on above application. 17 January, 1859	2
3. The Under Secretary to the Immigration Agent, communicating the decision of the Government, and requesting him to submit draft notice for giving publicity to the arrangement. 28 March, 1859	2
4. The Immigration Agent to the Under Secretary, forwarding draft notice accordingly. 18 June, 1859	2

No. 1.

HENRY HAMBURGER, ESQ., to THE COLONIAL SECRETARY.

German Immigration Offices,

Lower George-street, Sydney,

8 January, 1859.

SIR,

I have the honor to apply to you on behalf of several naturalized Germans, who are desirous of bringing out to this Colony their nearest relations, such as father or mother, brothers or sisters, and children, &c., to inquire if permission could not be given to import them under the Government Immigration Regulations of 10th August, 1857, now in force for the United Kingdom.

Having become, as they will prove by their certificates of naturalization, subjects of the Queen, they are in hopes to be entitled to the enjoyment of the same rights and privileges as any other British subject; and I trust that, upon consideration, you will be pleased to give such instructions as will assist this useful class of people to emigrate to this Colony.

In order to facilitate their emigrating, I take the liberty of suggesting, that instead of presenting themselves with their testimonials to the Emigration Commissioners of London, they may be allowed to do so at any of H. M. Consular Offices in Germany, whose signature would be a sufficient guarantee of the correctness of their papers, and would enable them to embark at some Continental port.

I have, &c.,

HY. HAMBURGER.

THE HONORABLE

THE COLONIAL SECRETARY.

No. 2.

THE AGENT FOR IMMIGRATION to THE PRINCIPAL UNDER SECRETARY.

*Government Immigration Office,
Sydney, 17 January, 1859.*

SIR,

I have the honor to return herewith Mr. Hamburger's letter of the 8th instant, referred to me in your B. C. of the 11th.

I deem that it would hardly be right to appropriate the funds voted for Emigration from the United Kingdom towards the introduction of Foreigners.

There is, however, I believe, a considerable balance remaining unexpended of the last appropriation of £10,000 for Foreign Immigration, and this balance might, I conceive, be fairly applied to the purpose of bringing out the relatives of "German Residents," provided these contributed towards the cost of the passages of their nominees the same amounts, and in the like proportions, as are contributed by our own countrymen.

I have, &c.,

THE PRINCIPAL
UNDER SECRETARY.H. H. BROWNE,
Agent for Immigration.

No. 3.

THE PRINCIPAL UNDER SECRETARY to THE IMMIGRATION AGENT.

(No. 16.)

*Colonial Secretary's Office,
Sydney, 28 March, 1859.*

SIR,

I am directed to inform you that your letter of the 17th instant, in which you reported on Mr. Hamburger's communication of the 8th January last, inquiring whether permission could not be given to bring to Sydney the relations of certain Germans, under the Government Immigration Regulations of 10th August, 1857, has been submitted to the Executive Council.

2. The Council fully concurring in the propriety of extending the benefit of the Immigration Regulations of the 10th August and 16th September, 1857, to naturalized subjects, and perceiving from a report of the Auditor General that there was a balance of £7,122 10s. which, subject only to outstanding claims, may be made available for that object, advised that instructions should be given accordingly to permit the relatives of naturalized and resident Foreigners to be imported under the Regulations referred to, subject to the same amounts, and in the same proportions being contributed as in the case of Emigrants from the United Kingdom, and the terms of the Regulations with respect to the class of persons to be introduced, &c., being in like manner adhered to.

3. I am accordingly to request that you will have the goodness to submit the draft of a notice for giving publicity to the arrangement should you consider this necessary.

I have, &c.,

THE IMMIGRATION AGENT.

W. ELYARD.

No. 4.

THE AGENT FOR IMMIGRATION to THE PRINCIPAL UNDER SECRETARY.

*Government Immigration Office,
Sydney, 18 June, 1859.*

SIR,

I have the honor to acknowledge the receipt of your letter of the 28th March last, No. 16, and, in accordance with the request contained therein, to submit for the approval of the Government a Draft Notice* containing Regulations which I have prepared for facilitating Immigration from the Continent of Europe, and I beg to observe that, in order to carry out the views of the Executive Council on the subject as conveyed to me in your communication above referred to, I have endeavoured as nearly as possible to assimilate these Regulations to the Immigration Remittance Regulations of August and September, 1857.

I have, &c.,

THE PRINCIPAL
UNDER SECRETARY.H. H. BROWNE,
Agent for Immigration.

* Ordered by the Legislative Assembly to be Printed, 8 September, 1859.

1859.

Legislative Assembly.

NEW SOUTH WALES.

IMMIGRATION.(REGULATIONS FOR FACILITATING THE INTRODUCTION OF RELATIVES OF
NATURALIZED FOREIGNERS.)*Ordered by the Legislative Assembly to be Printed, 8 September, 1859.*REGULATIONS FOR FACILITATING IMMIGRATION FROM THE CONTI-
NENT OF EUROPE, OF RELATIONS AND FRIENDS OF PERSONS
NATURALIZED IN NEW SOUTH WALES.*Colonial Secretary's Office,
Sydney, 22 August, 1859.*

WITH a view to facilitate the introduction of the relatives and friends of naturalized Foreigners resident in the Colony, His Excellency the Governor General, with the advice of the Executive Council, has been pleased to direct the publication of the following Regulations.

2. Any naturalized Foreigner, resident in the Colony, who may be desirous of introducing from the continent of Europe any of his or her relatives, will be permitted to do so on the following terms and conditions:—

(1st.) By making the following Deposits, viz.:—For each Immigrant between 1 and 12 years of age, £2; between 12 and 40 years of age, £4; between 40 and 50 years of age, £8. But single women above 35, and single men above 40 years of age, will not be deemed eligible under these Regulations, unless upon payment of a deposit of £12 for each. Such deposits must be made, if in Sydney, at the Government Immigration Office, on any lawful day, between the hours of 10 a.m. and half-past 2 p.m., and, if in the Country Districts, with the Clerks of Petty Sessions during the usual office hours; and at the time of making the deposit the depositor must be prepared to afford all such information respecting the persons he proposes to introduce, as may be necessary to enable the Immigration Agent or Clerk of Petty Sessions to comply with his application and the requirements of these Regulations.

(2nd.) The persons eligible under these Regulations are mechanics of every description, domestic servants, and all persons of the laboring class. They must be of sound mental and bodily health, and of good moral character. But no advantage will be allowed in respect of any person brought out as a cabin or intermediate passenger.

(3rd.) The Immigrants, on arrival in the Colony, will be subjected to the examination of the Immigration Board, who will require proof of their eligibility under these Regulations.

(4th.) The Board will also require proof that the Immigrants have been properly found during the voyage with an outfit of suitable clothing, bedding, mess utensils, provisions, water, medical comforts, medical attendance, and suitable

accommodation

accommodation. As a general rule, the outfit of clothing, and the dietary and medical comforts, should be provided according to the annexed list and scale, which will be adopted as the criterion in judging of the fulfilment of the requirements under these heads.

- (5th.) In the case of single Females they must (unless accompanying their parents) be between the ages of 15 and 35; and proof will be required that they have been placed during the voyage under proper and *effectual* protection.
- (6th.) The separation of husbands and wives, and of parents from children under 15 years of age, will in no case be allowed.
- (7th.) Passages will not be granted under these Regulations to children under 15 years of age, unless forming part of a family, or unless their parents be resident in the Colony.
- (8th.) Families in which there are more than two children under 7, or three under 10 years of age, will be deemed ineligible, as well as all persons who have not been vaccinated or had the small-pox.
- (9th.) In any case in which the amount deposited shall exceed that required for the number of Immigrants actually introduced by the depositor, the excess will be returned to him at the expiration of the period fixed for their introduction, on the return to the Immigration Agent of the Bounty Ticket.
- (10th.) The arrival of all persons emigrating in pursuance of these Regulations will, as far as practicable, be duly notified in the newspapers for the information of their relatives or friends.

3. The Clerks of Petty Sessions, on receipt of any deposit under these Regulations, will immediately remit the amount to the Immigration Agent at Sydney, with a statement of the number and description of Immigrants whom the depositor wishes to introduce. The Immigration Agent will thereupon prepare and forward to the Clerk of Petty Sessions, for delivery to the depositor, a Bounty Ticket, to enable his nominee to obtain a passage. Similar Bounty Tickets will be issued to depositors in Sydney, on payment of their deposits to the Agent for Immigration.

4. The Bounty Tickets will not be available beyond the period of two years from the date of their issue.

5. If on arrival of the Immigrants introduced in pursuance of any Bounty Tickets issued under these Regulations, the Immigration Board shall be satisfied that the several conditions hereby imposed, and contained in the Bounty Ticket, have been faithfully observed, they will grant to the person authorized to introduce the Immigrants, or to his Assign, being the commander, owner, or agent of the ship by which such Immigrants shall have arrived, a certificate to that effect, endorsed on the Bounty Ticket, and on presentation thereof at the Colonial Treasury, the authorized holder will be entitled to receive the sum of twelve pounds for every Immigrant between the ages of 12 and 50, and half that sum for every Immigrant between 1 and 12 years of age.

6. It is to be distinctly understood, that no Quarantine or other expenses whatever attendant upon the introduction of Emigrants under this notice will be defrayed by Government, excepting the Bounties hereinbefore mentioned.

7. To prevent misapprehension and disappointment, and to ensure a rigid adherence to the principle of these Regulations, it is proper to state that the whole of the conditions thereby imposed will be strictly construed. Parties, therefore, who may introduce relations or friends not qualified by age, calling, character, or otherwise, will do so entirely at their own risk, and will have no claim on the Government to obtain the Bounties offered by the present Notice.

8. Forms of Application, as well as all other information for the guidance of depositors, can be obtained from the several Clerks of Petty Sessions in the Country Districts, or in Sydney at the Office of the Agent for Immigration.

9. These Regulations will take effect from the date of their issue, and will so remain until the amount which is limited for the introduction of Foreigners is expended.

CHARLES COWPER.

OUTFIT

OUTFIT OF CLOTHING.

<i>For Males.</i>	<i>For Females.</i>
Six shirts.	Six shifts.
Six pairs of stockings.	Two warm and strong flannel petticoats.
Two warm flannel or Guernsey shirts.	Six pairs stockings.
Two pairs new shoes.	Two pairs strong shoes.
Two complete suits of strong exterior clothing.	Two strong gowns, one of which must be warm.

But for each child nine shirts or shifts, four warm flannel waistcoats, and one warm cloak or outside coat, six pairs of stockings, two pairs of strong shoes, and two complete suits of exterior clothing, are required. There must be also, at least, three sheets for each berth, and four towels, and two pounds of marine soap, for each person. The necessary brushes and combs and clothes brushes, for cleanliness, must be provided by the Emigrants. Emigrants must not have less than the above outfit; but the larger the stock of clothing the better for health and comfort during the voyage, which usually lasts about four months; and as the Emigrants have always to pass through very hot and very cold weather, they should be prepared for both. Two or three coloured serge shirts for men, and an extra supply of flannel for women and children, are strongly recommended.

Rations of Provisions and Water, according to the following scale, are to be issued during the voyage, and until disembarkation, to each Male and Female Passenger of twelve years of age and upwards;—to children of one year and under twelve years of age, one-half of such rations.

DIETARY SCALE.

Sunday—8 ozs. Beef, with Pudding, and Dried Fruit.
Monday—8 ozs. Pork, with Potatoes, and Sauerkraut.
Tuesday—8 ozs. Beef, with Peas, or Lentils, or Beans.
Wednesday—Fish, Potatoes, &c.
Thursday—8 ozs. Beef, with Rice, and Molasses.
Friday—8 ozs. Pork, with Potatoes, Peas, Lentils, or Beans.
Saturday—Barley, with Molasses and Dried Fruit.
Fresh Water—3 Quarts per diem, exclusive of that required for cooking purposes.

WEEKLY.

2 ozs. Coffee.	8 ozs. Butter.
$\frac{3}{4}$ oz. Tea.	5 lbs. Biscuit.
8 ozs. Sugar.	Salt, Pepper, Mustard, as required.

Potatoes and Sauerkraut will be given as long as they will keep, after that they will be replaced by preserved Potatoes.

MEDICAL COMFORTS FOR EACH 100 ADULTS.

28 lbs. of Carolina rice.	10 lbs. of preserved beef, half in 1lb. and the remainder in $\frac{1}{2}$ lb. tins.
20 $\frac{1}{2}$ -lb. packets of best prepared oatmeal grits.	400 lbs. of sugar.
35 lbs. of West India arrowroot.	3 dozen bottles of wine.
25 lbs. of barley.	86 gallons of beer.
25 lbs. of sago.	5 gallons of brandy.
10 lbs. of tapioca.	5 gallons of vinegar.
25 lbs. of best preserved meat soup } in 1lb.	10 dozen pints of preserved milk.
25 lbs. of preserved broth } tins.	2 cwt. of marine soap.
30 lbs. of preserved boiled mutton, and	1 cwt. of best yellow soap.

1859.

Legislative Assembly.

NEW SOUTH WALES.

ASSISTED IMMIGRATION TO MORETON BAY.

(RETURN SHEWING PARTICULARS IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 13 September, 1859.

RETURN to an *Address* from the Honorable the Legislative Assembly of New South Wales, to the Governor General, dated 3 February, 1859, praying that His Excellency would be pleased to cause to be laid upon the Table,—

“ 1st. A Return shewing the following particulars in reference to Assisted Immigration to Moreton Bay :—

“ (1.) The number of persons who came or were brought out under that system at their own expense, or at that of their friends at Moreton Bay.

“ (2.) The number of those persons who were landed at Moreton Bay, at the first expense represented by the Deposit Receipts.

“ (3.) The number of those persons who were landed at Sydney and for whom their friends or themselves had to incur the additional expense of their passage from Sydney to Moreton Bay.

“ (4.) The number of persons of the latter class, the expense of whose passage from Sydney to Moreton Bay was reimbursed by Government to their friends or themselves.

“ 2nd. Also the triplicate Deposit Receipts for the passage of all such persons lodged in the Immigration Office or elsewhere, with the Immigration Agent's endorsement thereon.

“ 3rd. And, finally, similar particulars in regard to Assisted Immigration to the several other seaports in New South Wales.”

(Mr. Deniehy.)

ASSISTED IMMIGRATION TO MORETON BAY.

RETURN of Assisted Immigrants for whom Deposits were made in the District of Moreton Bay under the Remittance Regulations, shewing whether landed at Brisbane, in accordance with the terms upon which the Deposits referred to were made, or landed at Sydney or elsewhere.

YEAR.	Number of Persons who came or were brought out under the Immigration Remittance Regulations at their own expense or at that of their friends at Moreton Bay.		Number of these Persons who were landed at Moreton Bay at the first expense represented by the Deposit Receipts.	Number of those Persons who were landed at Sydney, and for whom their friends or themselves had to incur the additional expense of their passage from Sydney to Moreton Bay.	Number of Persons of the latter class the expense of whose passage from Sydney to Moreton Bay was reimbursed by Government to their friends or themselves.	Triplicate Deposit Receipts for the passage of all such persons lodged in the Immigration Office or elsewhere with the Immigration Agent's endorsement thereon.	Similar particulars in regard to Immigration under Remittance Regulations to several other seaports in New South Wales.
	At their own expense.	Partially at the expense of their friends.					
1848	Nil	Nil	None. The expense represented by the Deposit Receipts forms only a very small proportion of the entire cost of the passages as paid by the Government.	Cannot be ascertained.	No reimbursements have been made by Government to either immigrants or their friends under such circumstances, but 78 Immigrants under the Remittance Regulations were forwarded from Sydney to their friends at Moreton Bay at the expense of the Government.	Sample of Document referred to, used in all cases with Immigration Agent's usual Minute thereon—appended.	No passages are provided by the Government to the other out-ports direct, but during the existence of the Country Depôts Remittance persons were forwarded at the cost of the Government to Newcastle, Maitland, and Parramatta.
1849	Nil	Nil					
1850	Nil	Nil					
1851	Nil	Nil					
1852	Nil	Nil					
1853	Nil	Nil					
1851	Nil	Nil					
1855	Nil	22					
1856	Nil	38					
1857	Nil	103					
1858	Nil	125					

Government Immigration Office,
Sydney, 5 September, 1859.

H. H. BROWNE,
Agent for Immigration.

FORM A.

DISTRICT OF IPSWICH.

DESCRIPTION OF THE PERSON OR PERSONS FOR WHOSE BENEFIT THE REMITTANCE IS MADE.								
Christian Name and Surname at full length.	Age.	Whether Husbands or Wives resident in the Colony.	Trades or Callings.	Where living, in Great Britain or Ireland.	Names and Addresses of some Persons of Note, to whom references can be made respecting the Emigrants.	Proportion to be applied to Passage.	Proportion to be applied towards Outfit.	TOTAL.
Maria Barrymore.....	45	Yes	Laborer	{ 22, Providence Row, Finsbury, London	Rev. M. C. West, Northampton, England	£15 .....	.....	£15
Edward Barrymore	14	.....	Do.	Do. do.	Do. do.	£5 .....	.....	£5.
George Barrymore	11	.....	Do.	Do. do.	Do. do.	£2 10s. ....	.....	£2 10s.
To be sent direct to Moreton Bay.								

RECEIVED this 9th day of April, 1855, from Richard Joseph Smith, of Town Mary, in this District, in the presence of Charles George Gray, P.M., the sum of twenty-two pounds ten shillings (£22 10s.), to be remitted to the Colonial Land and Emigration Commissioners, for the purpose of being applied in the provision of passages to this Colony for the above described persons.

Witness to Payment,

CHAS. GEO. GRAY, P.M., J.P., acting singly.

FRED. CHAS. DAVENEY,
Clerk of Petty Sessions.

If more than one person's name be inserted in this Certificate, it should be distinctly stated to whom the money is intended to be paid on account of Outfit; and its further disposal, in case of the death or absence of the persons so named, should be also given.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

MORETON BAY IMMIGRATION AND LAND COMPANY'S ACT AMENDMENT BILL.

REPORT FROM THE SELECT COMMITTEE

ON THE

MORETON BAY IMMIGRATION AND LAND COMPANY'S
ACT AMENDMENT BILL;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,

19 April, 1860.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1860.

[Price, 1s. 2d.]

513—A

**EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.**

VOTES No. 74. TUESDAY, 3 APRIL, 1860.

24. Moreton Bay Immigration and Land Company's Act :—Dr. Lang moved, pursuant to notice,—
- (1.) That a Select Committee be appointed to take into consideration and to report upon the Bill for the amendment of the Moreton Bay Immigration and Land Company's Act.
- (2.) That such Committee consist of the following Members, viz. :—Mr. Black, Mr. Robertson, Mr. Irving, Mr. Flett, Mr. Rotton, Mr. Laycock, Mr. Morris, and the Mover.
- Question put and passed.
-

VOTES No. 82. THURSDAY, 19 APRIL, 1860.

2. Moreton Bay Immigration and Land Company's Act Amendment Bill :—Mr. Morris, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee for whose consideration and report this Bill was referred on the 3rd April instant, together with the Bill as amended in the Committee.
- Ordered to be printed.
-

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1859-60.

**MORETON BAY IMMIGRATION AND LAND COMPANY'S ACT
AMENDMENT BILL.**

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, for whose consideration and Report was referred, on the 3rd instant, the "*Moreton Bay Immigration and Land Company's Act Amendment Bill*," beg leave to report to your Honorable House,—

That they have carefully perused the Bill referred for their consideration, and examined the Promoter of the Bill* and Sir Charles Nicholson, Baronet, (whose respective evidence will be found appended hereto) as to the object thereof, and the necessity for its being passed to give vitality to the original Act; and that the Preamble of the Bill having been satisfactorily proved by the evidence of those gentlemen, they proceeded with the several Clauses of the Bill, in the first of which they found it necessary to make *certain verbal amendments*,† inserting also *an additional Clause*† to authorise Meetings of the Directors to be held in Sydney.

* The Rev. Dr. Lang.

† Vide "Schedule of Amendments."

And your Committee now beg to lay before your Honorable House the Bill, as amended by them.

*Legislative Assembly Chamber,
Sydney, 19 April, 1860.*

A. MORRIS,
Chairman.

PROCEEDINGS OF THE COMMITTEE.

THURSDAY, 12 APRIL, 1860.

The meeting of the Committee called for this day, lapsed, by reason of the adjournment of the House from the 11th to the 13th instant.

FRIDAY, 13 APRIL, 1860.

MEMBERS PRESENT:—

Rev. Dr. Lang,	|	* Mr. Flett,
Mr. Morris,	|	Mr. Black,
	Mr. Rotton.	

Mr. Morris called to the Chair.

Agent for the Promoters of the Bill, the Rev. Dr. Lang.

The Rev. Dr. Lang (also a Member of the Committee) examined in his place.

Sir Charles Nicholson, Bart., examined.

Witness withdrew.

Committee deliberated.

[Adjourned to Tuesday, at *half-past two* o'clock.]

TUESDAY, 17 APRIL, 1860.

MEMBERS PRESENT:—

Mr. Morris in the Chair.

Rev. Dr. Lang,	|	Mr. Rotton,
Mr. Black,	|	Mr. Flett.

Committee deliberated.

[Adjourned to Thursday, 19th instant, at *Ten* o'clock.]

THURSDAY, 19 APRIL, 1860.

MEMBERS PRESENT:—

Mr. Morris in the Chair.

Mr. Black,	|	Mr. Rotton,
Mr. Flett,	|	The Rev. Dr. Lang.

The Committee proceeded to consider the Preamble of the Bill.

Preamble read.

Motion made (*Mr. Black*) and *Question*—That the Preamble stand part of the Bill—*agreed to*.

Committee proceeded to consider the several clauses.

Clause 1 read, *verbally amended* (*Vide* Schedule of Amendments), and *agreed to*.

Motion made (*Mr. Black*) and *Question*—That the Bill be amended after Clause 1, by inserting the following new Clause:—

“(2.) And whereas it is provided in the thirty-ninth section of the original Act
 “ that the Directors shall hold meetings from time to time and from place to
 “ place within the District of Moreton Bay but the Clarence and Richmond
 “ River District of New South Wales being no longer within the District of
 “ Moreton Bay since the Separation of Queensland the Directors may meet
 “ and adjourn as they think proper from time to time in Sydney as well as
 “ at Moreton Bay”—*agreed to*.

Clause 2 (now 3) read and *agreed to*.

The Chairman laid before the Committee a Draft Report.

Draft Report read.

Motion made (*Mr. Black*) and *Question*—That the Draft Report as read be the Report of this Committee—*agreed to*.

Chairman requested to report to the House.

SCHEDULE OF AMENDMENTS.

- Clause 1, line 17—*Omit* "said."
 After "Colony;" *insert* "of New South Wales."
 " " 19—*Omit* "to be selected by the Company."
 After "to the;" *insert* "said."
 " " 20—*Omit* "aforesaid;" *insert* "to be selected by the Company."
 After Clause 1, *insert* new clause 2—"And whereas it is provided in the thirty-ninth
 " section of the original Act that the Directors shall hold
 " meetings from time to time and from place to place
 " within the District of Moreton Bay but the Clarence
 " and Richmond River District of New South Wales being
 " no longer within the District of Moreton Bay since the
 " separation of Queensland the Directors may meet and
 " adjourn as they think proper from time to time in
 " Sydney as well as at Moreton Bay."

LIST OF WITNESSES.

Friday, 13 April, 1860.

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1859-60.

Legislative Assembly.
NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

MORETON BAY IMMIGRATION AND LAND
COMPANY'S ACT AMENDMENT BILL.

FRIDAY, 13 APRIL, 1860.

Present:—

MR. BLACK,
MR. FLETT,

DR. LANG,
MR. MORRIS,

MR. ROTTON.

AUGUSTUS MORRIS, ESQ., IN THE CHAIR.

The Rev. John Dunmore Lang, D.D., a Member of the Committee, examined in his place:—

1. *By the Chairman:* The Committee will be obliged to you if you will state the object and intention of the Bill referred to this Committee? In the Session of 1855 of the late Legislative Council, an Act was passed for the incorporation of a Company, to be called the Moreton Bay Immigration and Land Company, with a view to the introduction and settlement of an agricultural population from the Mother Country, for the growth of cotton and other articles of agricultural produce suited to the soil and climate of the Northern Districts of New South Wales; and the mode which the Act contemplated for carrying out the measure was, that the sums paid from time to time into the hands of the Commissioners of Land and Emigration in the Mother Country, for the passage out of immigrants duly selected by the Company under the provisions of the Act, should be credited by the Government here as payment for land purchased from the Government in the usual way, deducting such amounts as might be deemed requisite for meeting the expenses of survey, and of medical treatment and superintendence of the immigrants on their passage out. It was proposed by the Directors of the Company, immediately after their organization, that some fit and proper person should proceed to the Mother Country to organize a number of emigration societies to supply fit and proper persons as immigrants for the purposes contemplated by the Company, and generally to give an impulse to emigration to the Northern Districts of the Colony. It was found, however, on referring to the Local Government, that as the late Legislative Council had no power to deal with the public lands, the arrangement that formed the pivot of the Act, namely, that the money paid for immigration should be credited for the purchase of land, could not be carried out; and, from the cancelling of certain regulations previously in force in connection with immigration, it was deemed necessary to have a specific Act passed to enable the Local Government, whenever the Legislature should be put in possession of or have the control over the public lands, to give vitality to the Company, by taking the necessary measures for carrying out that arrangement. This, then, is the object of the present Bill, which merely contemplates that the moneys paid for the passages of suitable immigrants to the credit of the Commissioners of Land and Emigration in England should be credited for the purchase of land, with the deductions I have mentioned,

The Rev.
J. D. Lang,
D.D.

13 April, 1860.

The Rev.
J. D. Lang,
D. D.
13 April, 1860.

mentioned, in this Colony. Having had much experience among the classes contemplated as likely to furnish suitable immigrants for the Company, and for its objects in the Mother Country, I am strongly persuaded that the thing might be made popular, and that a large immigration might be effected under such an arrangement. I have also paid much attention to the capability of the Colony all along the coast to the northward for the production, particularly, of cotton, as well as other semi-tropical productions; and I am satisfied, that in order to introduce and to extend indefinitely that branch of agricultural production in the northern regions of this territory, nothing further is necessary than the introduction and settlement of an industrious agricultural population.

Sir Charles Nicholson, Bart., D.C.L., examined:—

Sir Charles
Nicholson,
Bart., D.C.L.
13 April, 1860.

2. *By the Chairman*: Do you approve of the general principle upon which this Immigration Act for the Northern Districts appears to be founded, that of rendering the alienation of the land subservient to the purposes of immigration? I do; I entirely approve of that principle, and would be glad to witness its extension generally with reference to the waste lands of the Colony. I think it desirable that there should be an immediate and personal connection between the process of immigration on the one hand and the acquisition of land in respect to that immigration on the other.

3. Do you think the want of such a connection in time past has very seriously affected the amount of immigration to this Colony? I am quite certain it has, and I speak from my own personal experience. Recently, when I was in England, there were numerous cases where I should have been glad, out of my own personal resources, to have provided passages for some immigrants for this Colony if I could have been assured of the re-payment of the sum so advanced in land.

4. Have you directed your attention to the capability of the soil and climate of the northern portions of this territory for the production of cotton, and of other semi-tropical productions? I have. I entertain the most favorable opinion as to the capability of the whole of the northern portions of this Colony, Moreton and Queensland, as respects the production of cotton, the coffee plant, and in short most produce of tropical growth. I saw them all recently flourishing in a state of the greatest possible luxuriance in the garden at Brisbane. I saw the cotton plant producing cotton of the finest quality, which I have reason to know would realise probably from 1s. 10d. to 2s. or 2s. 3d. a pound. I saw growing, in immediate juxtaposition to this, a coffee plant, a cinnamon tree, which appeared to me just as luxuriant in growth as I ever saw it in Ceylon, together with the arrowroot. The sugarcane, of which I have recently sent specimens Home, I was assured attained a luxuriance of growth which is never hardly surpassed in the West Indies or Mauritius. There were various other tropical growths in an equally thriving condition. There is, in my opinion, only one drawback to the cultivation of these productions in the distant north, and that is the climate. I think the climate is, in some degree, incompatible with the Anglo-Saxon constitution; but that objection would, perhaps, only apply, in a very marked degree, to the country considerably to the north of Moreton Bay, and would not be applicable, or only in a much less degree, to the northern settlements of New South Wales proper according to the present boundary.

5. You are aware that the proposed Act can only refer to the portion of the territory that is included within the present Colony of New South Wales? Then I should say that what I have just urged would be of little importance. Certainly the climate is very depressing to the north, and I can hardly imagine Englishmen or Scotchmen laboring in the open air latitude 21° or 22°. My remark would not apply to Richmond or Clarence Rivers, and I am told that cotton does not affect the extremes of climate, but that there is an intermediate zone of a temperate character where the cotton attains its highest degree of perfection—that it does not thrive best under the Equator, but requires a certain stimulus of cold to give it the proper development. There is one important fact, a most favorable circumstance in connection with the growth of cotton here, that whereas in the United States of America, where there is such an enormous production, the plant, in consequence of the severe winters, is only annual, here, in consequence of our more genial climate, it becomes a perennial. I may state, that in a communication I had a month or two ago from a friend of mine, Lord Alfred Churchill, written from the residence of the Mayor of Manchester, Mr. Beazley, various specimens of cotton were re-enclosed, with the valuations affixed. He stated that Mr. Beazley was very sanguine as to the results of the growth of cotton here. He took a great interest in it, and was prepared to say that there was a capacity of receiving cotton in the English market beyond almost all calculation. I regard it as a subject of the very greatest importance, and think the propriety of encouraging the raising such a product one that involves considerations of the most weighty character, as affecting the commercial interests of England—the extension of colonization in Australia—and as likely eventually to contribute to the extinction of slave labor in America. As a proof of the great interest exerted in the production of this article, most persons are aware of the efforts of Dr. Livingstone in Central Africa, and of the great support he has received in his further enterprises; this has arisen from the hope, which I believe is a fallacious one, that cotton may be grown on the Zambesi, and the interior plains of Africa. I confess, that after having read all the evidence I have been able to procure on the subject, and after having talked with Dr. Livingstone, I am not so sanguine as to the fulfilment of his hopes; and I have ventured to say, both in public and in private, that here was a field almost wholly unoccupied, where nature had given every facility for the production of this article, which was under British rule, and it seemed an extravagant proposal that we should turn our attention to Africa under the circumstances, seeing we had

had such a field as we have in this Colony. I mention this incident as merely a proof of the great attention paid to the subject at Home, and of the intense anxiety which prevails in the minds of the commercial population and of thinking people, with reference to the production of a material upon the manufacture of which into articles of commerce so many hundreds of thousands of the laboring community of England depend.

Sir Charles
Nicholson,
Bart., D.C.L.

13 April, 1860.

6. You do not think there is any obstacle to the settlement of an agricultural population from the Mother Country for the growth of cotton and other semi-tropical productions in any part of the territory which still remains a portion of New South Wales? On the contrary, I think they present every incentive and facility towards the successful attainment of that object.

7. Can you inform the Committee whether there is any likelihood of co-operation on the part of the cotton interest in England in the event of a feasible project being laid before them, conjoining the acquisition of land with the extension of immigration for that purpose? I have every reason to believe the most perfect readiness of disposition on the part of men of the highest influence at Home—Members of Parliament and large manufacturers in the Mother Country—to co-operate most effectively in carrying out such a scheme.

8. You are aware that it has been frequently suggested that Coolie immigration should be encouraged extensively into this territory and the neighboring Colony of Queensland, for the production of such articles as cotton, coffee, and sugar,—do you think it desirable, if it can be prevented, to have a Coolie population? No, if you can get an Anglo-Saxon population I should greatly prefer it; at the same time I think, with reference to the more northern settlements of Australasia, that is the only kind of labor that will ultimately be found available. I do not wish to see a mixed population, as I know the evil of a mixed race; still with regard to the extreme northward, the tropical climate will be inconsistent with the residence of a laboring population. Therefore, although I deprecate the introduction of this race, I think it must arise to some extent in the northern settlements, and I think it would be wise to establish proper regulations before it commences.

9. That remark does not apply to New South Wales? No.

10. Do you consider that the hopes of civilization and Christianity are bound up with the extension of the Anglo-Saxon race? I do; and I think the extinction of that greatest opprobrium of civilization—slavery—is involved in the carrying out such an idea as that involved in this proposition.

11. You think the extensive production of cotton by a free population would go far to promote the extinction of slavery in the United States of America? Certainly.

1859.

Legislative Assembly.

NEW SOUTH WALES.

DIGGERS' EMPLOYMENT COMMITTEE.

(REPORTS FROM.)

Ordered by the Legislative Assembly to be Printed.

SCHEDULE.

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DIGGERS' EMPLOYMENT COMMITTEE.

CHARLES KEMP, ESQ., to THE COLONIAL SECRETARY.

Sydney, 30 October, 1858.

Sir,

With reference to your conversation yesterday with the deputation appointed by the "Diggers' Employment Committee," wherein you kindly consented to the following proposition,—“That the Government should contribute an amount equal to what might be collected by the Committee appointed for the purpose of aiding diggers and others to reach “the interior,”—we have the honor to request that, as heavy expenses are being daily incurred for the fulfilment of this object, the Government should pay from time to time into the hands of the Treasurer, Mr. Charles Kemp, a sum equal to that actually paid by the subscribers.

We avail ourselves of this opportunity of acknowledging the very handsome and liberal manner in which the Government have so generously granted their assistance in aid of an object which must have the effect of relieving a great amount of distress, and of placing in the interior a number of useful laborers.

We have, &c.,

(For the Committee)

CHARLES KEMP,

Chairman.

THE HONORABLE

THE COLONIAL SECRETARY.

THE UNDER SECRETARY to CHARLES KEMP, ESQ.

Colonial Secretary's Office,

Sydney, 3 November, 1858.

Sir,

I am directed by the Colonial Secretary to acknowledge the receipt of your letter of the 30th ultimo, in which, with reference to the interview which a deputation from the "Diggers' Employment Committee" had with him on that day, you request that a contribution may be made from public funds in aid of their measures for enabling diggers who have returned from Port Curtis, and others, to reach the interior.

2. In reply, I am desired to inform you that the Legislature having already affirmed the expediency of promoting the removal to the country districts of the unemployed labor of the metropolis, the Government are of opinion that it is desirable that they should assist the Committee in the objects which they have in view, and that they are therefore prepared to issue to the Committee, from time to time, any sum equal to the amounts raised by private subscription, not exceeding in the whole £2,500.

I have, &c.,

CHARLES KEMP, ESQ.,

Chairman of the Diggers'

Employment Committee.

W. ELYARD.

Sydney,

Sydney, 12 November, 1858.

FIRST REPORT of the "Diggers' Employment Committee," appointed at a Public Meeting held at W. Dean & Co's. Auction Rooms, O'Connell-street, on Thursday, the 26th October, to carry into effect the Resolutions of the Meeting.

These Resolutions were to the effect:—

1. That it was desirable that measures should be taken to enable the large number of practical Diggers then in Sydney to proceed into the interior, for the purpose of developing the capabilities of the Gold Fields of New South Wales.
2. That it was desirable that a Public Subscription should be opened for the purpose of sending to the different Gold Fields of this Colony, such numbers of Diggers, and others, as might be deemed expedient.

THE Committee have the honor to Report that in pursuance of these Resolutions a Public Subscription, to aid Diggers and others to reach the interior of this Colony for the purpose of developing the capabilities of the Gold Fields of New South Wales, was opened on the 26th of October, which now amounts to (£1,803 11s.) eighteen hundred and three pounds eleven shillings, of which sum (£1,350) thirteen hundred and fifty pounds has been paid to the Treasurer, and placed to the credit of the Committee at the Commercial Bank.

The Committee have also to Report that a Deputation appointed by the Committee consisting of W. Dean, S. Cohen, and Walter Lamb, waited upon the Government to request their aid in carrying out the objects proposed by the Committee.

To this application a reply was received from the Honorable the Colonial Secretary by the Treasurer, stating the intention of the Government to grant a sum equal in amount to that subscribed by the public, to an amount not exceeding (£2,500) two thousand five hundred pounds, and the sum of (£1,000) one thousand pounds has accordingly been placed by the Government to the credit of the Committee, in compliance with an application made by the Treasurer for that amount.

Free passages by railway have also been granted by the Government to all persons sent into the interior by the Committee. The Committee have also to Report that circulars have been sent to the Magistrates, Gold Commissioners, Storekeepers, and other residents of the country districts, suggesting the formation of local Sub-Committees to co-operate with the Committee, and to receive subscriptions for the "Diggers' Employment Fund."

The Committee have also to Report that a list was opened on Thursday, the 28th of October, in which has been registered the name of each applicant, how arrived, from what diggings, and the Gold Field to which each wished to be sent by the Committee.

Of the 1,350 applicants to the Committee, 1,100 have been sent to the different Gold Fields at an estimated expense of (£2,185) two thousand one hundred and eighty-five pounds, or about (£2) per head, leaving a balance in hand, if all amounts subscribed are paid up, with the amount to be received from Government, of about (£1,400) fourteen hundred pounds.

Of the 1,350 applicants, about two-thirds have returned from Rockhampton, the remainder being chiefly arrivals at Sydney from Melbourne, on their way to the Fitzroy River, and remaining in consequence of the failure of the Canoona Diggings.

There are 666 applicants, or about one-half who came originally from the Victoria Diggings, 323 from the Western Diggings, 142 from Braidwood, 103 from the Peel River and other Northern Diggings, 24 from Adelong and other Southern Diggings, 13 from Nelson and other New Zealand Diggings, and 4 from Tasmania, leaving the number of applicants (not practical diggers), laborers and mechanics of Sydney out of employment, 75.

List of applicants to the Committee:—

From the Gold Fields of Victoria	666
Western Gold Fields, New South Wales... ..	323
Braidwood	142
Peel River and Rocky River	103
Adelong	24
Nelson and New Zealand Diggings... ..	13
Tasmania... ..	4
	1,275
Laborers and Mechanics of Sydney	75
	1,350

Of the Applicants, 100 have been sent to the Meroo, 200 to the Turon, 200 to Mudgee,—making a total of 500 forwarded to the Western Gold Fields.

Two hundred and ninety-six (296) have been sent to the Clyde River for Braidwood and the other adjacent diggings, 112 to the Peel River and other Northern Diggings, 140 to the Fairfield Diggings on the Clarence River, and 52 to Adelong, making the total number forwarded by the Committee into the interior 1,100, of whom at least 1,000 are practical Gold diggers.

List

List of applicants sent into the interior by the Committee:—

To the Western Gold Fields	500
To Braidwood	296
To Fairfield	140
To Peel River	112
To Adelong	52
	1,100

Of the 1,100 applicants sent into the interior by the Committee, 500, or nearly one-half, are from the various Victoria Diggings, 160 from the Western Gold Fields, 150 from Braidwood, 66 from the Peel River, 24 from Adelong, 12 from New Zealand, 9 from Fairfield, 3 from Tasmania, and 26 from Sydney, making 950; of the 150 remaining, 100 were sent to the Clyde River for Braidwood, without an account being taken of the diggings they had been upon, while the other 50 had been to the Fitzroy River, but to no other diggings. The Committee have therefore the pleasure of announcing to their subscribers and the public, that they have forwarded into the interior, and placed in a position to develop the resources and capabilities of the Colony, the labor and skill of 1,100 men, diggers and others, many of whom arrived in Sydney from Rockhampton with means completely exhausted, and in a state of utter destitution.

The number of applicants names still upon the list is 250, which number will probably be doubled in the course of a few days, arrivals from Rockhampton being expected daily.

SECOND REPORT.

Sydney, 13 December, 1858.

THE Committee have the honor to Report, that the number of applicants to the Committee for assistance in reaching the Gold Fields, from November the 15th to December 8th, when the list was finally closed, is 425, making the number of applicants 1,775, of whom 1,489 have been forwarded into the interior, at an estimated outlay of (£2,806) two thousand eight hundred and six pounds, or about (£1 18s.) one pound eighteen shillings per head, leaving a balance in hand of (£850) eight hundred and fifty pounds.

Of the applicants to the Committee there are—

From the Gold Fields of Victoria	933
Western Gold Fields	410
Braidwood	156
Peel River and Rocky River	127
Adelong	30
Nelson and other New Zealand Gold Fields ...	17
Tasmania	6
California	3
Adelaide	8
Laborers and Mechanics of Sydney	85
	1,775

There have been forwarded by the Committee into the interior—

To the Western Gold Fields	868
Braidwood	296
Fairfield	140
Peel River and Rocky River	112
Adelong	73
	1,489

Of the 1,489 diggers and others forwarded into the interior by the Committee, a large proportion had been to Rockhampton, many of whom returned to Sydney without any means of subsistence, and who, but for the assistance thus afforded, must have been dependent upon charity for support, as it would be almost an impossibility to have provided the large number of men thus suddenly thrown into Sydney with employment.

Of the results of this movement it is as yet too soon to speak with any certainty; but there is little reason to doubt that the community will ultimately benefit by the labor and skill of the large number of practical diggers who have been placed in a position to accomplish one of the objects proposed by the Committee—the development of the capabilities of the Gold Fields of New South Wales.

Nearly 1,500 men have been assisted in circumstances of great distress—the result of the rush to the Fitzroy River—and will probably be enabled to retrieve their losses, by finding a more profitable market for their labor than the Cancona Diggings; and those who are unable, from want of tools or means, to work upon the Gold Fields, will supply the existing demand for labor in the country districts; the want of labor being much felt, in consequence of the shearing season and the coming harvest.

REPORTS FROM DIGGERS' EMPLOYMENT COMMITTEE.

THIRD REPORT.

Sydney, 16 February, 1859.

THE Committee have the honor to Report to their subscribers and the public, that 1,507 diggers and others have been forwarded to the various Gold Fields of New South Wales, out of 1,789 applicants.

The subscription for this object amounts to (£1,915 3s. 3d.) nineteen hundred and fifteen pounds three shillings and three-pence, to which the Government have added (£1,750) seventeen hundred and fifty pounds, making a total of £3,665 3s. 3d. The expenditure for this purpose to this date is (£2,732 15s. 0d.) two thousand seven hundred and thirty-two pounds fifteen shillings, leaving a balance in hand of (£932 8s. 3d.) nine hundred and thirty-two pounds eight shillings and three-pence.

[Enclosure No. 1.]

DIGGERS' EMPLOYMENT FUND.

BALANCE SHEET, 16TH FEBRUARY, 1859.

DR.				CR.			
		£	s. d.				
1859.	To Public Subscriptions	1,915	3 3	1859.	Expended for Rations	1,277	4 7
	To Cash from the Honorable the Colonial Treasurer	1,750	0 0		Conveyance by Drays .. 487 8 3		
					" Steamers... 609 2 9	1,096	11 0
					Cash paid to Diggers (in lieu of rations) ..	194	0 0
					Printing	11	9 6
					Advertising	27	15 0
					Salaries	116	0 0
					Stationery	3	3 11
					Postage Stamps	3	4 5
					Petty Expenses	3	6 7
						2,732	15 0
					Balance in hand	932	8 3
		£	3,665 3 3			£	3,665 3 3

[Enclosure No. 2.]

STATEMENT OF THE DIGGERS' EMPLOYMENT FUND, 1858 AND 1859.

DIGGERS' EMPLOYMENT FUND IN ACCOUNT WITH COMMERCIAL BANK.

DR.				CR.			
		£	s. d.				
1858.	To Cash per C. Kemp	142	11 0	1858.	By Cheque to E. Vickery (for diggers sent to the Clyde) ..	150	0 0
Oct. 28	" "	63	18 0	Oct. 28	" W. Dean (for 20 men and 20 passages to do.)	40	0 0
" 30	" "	57	14 0	" 28	" Petty expenses	2	0 0
" 30	" "	100	0 0	Nov. 1	" Mitchell & Co. (69 passages to Grafton) ..	118	0 0
Nov. 1	" "	339	18 0	Nov. 5	" W. H. Glover (on account of salary)	3	0 0
" 1	" "	82	10 0	" 5	" Henry Bell (6,000 lbs. corned beef)	112	10 0
" 2	" "	174	1 6	" 8	" John Pearce and Wilson Rao (on account drays)	20	0 0
" 4	" "	131	16 0	" 8	" John Pendered (on account of salary) ..	5	0 0
" 4	" Honorable the Colonial Treasurer	1,000	0 0	" 9	" Petty expenses	2	0 0
" 5	" C. Kemp	31	8 0	" 10	" C. E. Jacques (on account for drays) ..	12	10 0
" 11	" "	162	16 0	" 13	" W. H. Glover (salary) ..	7	10 0
" 12	" "	125	0 0	" 13	" Petty Expenses	2	0 0
" 13	" "	66	4 0	" 13	" Stokes & Co. (printing) ..	7	17 6
" 15	" "	54	12 0	" 13	" Edge Manning (251 passages to Clyde) ..	251	0 0
" 15	" "	34	13 0	" 13	" (Cash paid to diggers)	42	10 0
" 16	" "	95	11 0	" 15	" Roberts and Potts (for beef)	7	16 0
" 17	" "	52	18 3	" 15	" J. Pendered (salary) ..	10	0 0
" 19	" "	14	4 0	" 16	" Smith and Chanes (corned beef)	4	13 11
" 19	" "	14	18 6	" 16	" " "	10	4 8
" 20	" "	19	0 0				
" 25	" "	37	12 0				
" 29	" "	21	16 0				
" 29	" "	67	15 0				
Dec. 4	" Honorable the Colonial Treasurer	750	0 0				
" 7	" C. Kemp	12	1 0				
" 22	" "	12	7 0				
1859.							
Jan. 7	" "	10	9 0				
Feb. 1	" "	5	0 0				
	Carried forward	£	3,685 13 3		Carried forward	£	868 12 1

REPORTS FROM DIGGERS' EMPLOYMENT COMMITTEE.

DR.

CR.

1859.	Brought forward.....	£ s. d.	1858.	Brought forward.....	£ s. d.
		3,685 13 3			808 12 1
			Nov. 16	By Choquet to Laidley & Co. (32 passages to Grafton)....	64 0 0
			" 17	" John Fairfax & Sons (advertising).....	15 10 0
			" 17	" Henry Bell (5,500 lbs. corned beef).....	103 2 6
			" 17	" Kirchner & Co. (50 passages to Grafton)..	100 0 0
			" 18	" J. M. Leigh (tobacco)	24 11 6
			" 18	" W. Dean & Co. (flour, &c.)	55 3 10
			" 18	" Hugh Dixson (tobacco)	8 10 6
			" 19	" A. Fairfax & Co. (sugar)	27 9 4
			" 19	" A. S. N. Company (74 passages to the Hunter)	23 2 6
			" 19	" G. A. Davis (drays to Mudgee).....	75 12 0
			" 19	" Haycock (for drays to the Meroo)	75 12 0
			" 19	" John Cornwell (drays to Mudgee) James White (£37 16s. and £37 16s.)	75 12 0
			" 20	" Stewart (for collecting)	2 0 0
			" 20	" Barker & Co. (4,000 lbs. flour)	40 0 0
			" 20	" Wilkie (biscuit).....	21 0 0
			" 20	" S. Bennett & Co. (tea)	49 15 2
			" 20	" Iredale (collecting) ..	2 0 0
			" 22	" W. H. Aldis (tobacco)	17 1 3
			" 22	" W. Collie, Grafton (44 rations)	18 0 0
			" 22	" Marshall (collecting)..	2 0 0
			" 22	" J. Pendered (salary)..	5 0 0
			" 23	" Hunt (drays to Turon, £66 3s.; 110 men, 3 tons 13 cwt. 2 qrs., £10 10s.)	76 13 0
			" 23	" W. H. Glover (salary)	3 10 0
			" 27	" "	3 10 0
			" 29	" J. Gregg (rations at Parramatta)	36 4 6
			" 29	" J. Pendered (salary)..	5 0 0
			Dec. 2	" Maher (drays to Peel River).....	37 3 6
			" 3	" Collic, Grafton (56 rations)	22 8 0
			" 3	" Wilson and Rac (drays to Turon)	43 0 0
			" 3	" Kirchner & Co. (1 passage to Grafton) ..	2 0 0
			" 3	" Mrs. Murphy, Morpeth, (board, &c., for 50 diggers).....	30 0 0
			Dec. 4	" W. H. Glover (for salary)	3 10 0
			" 4	" J. G. Waller & Co. (rations)	2 13 0
			" 4	" G. Jarvis, Hartley, (233½ rations, at 4s.) ..	46 12 0
			" 6	" G. Chisholm & Co. (109 rations)	68 12 6
			" 6	" G. G. Dickinson, Richardson's Point, Meroo (rations)	37 19 3
			" 6	" J. Pendered (salary to December 4th)	5 0 0
			" 7	" A. Fairfax and Sons (rations, supplied at Sofala by Patk. Keegan)	20 15 6
			" 7	" Petty expenses	2 0 0
			" 7	" C. Newton, Brothers, & Co. (50 rations, Mrs. Martin, Sofala).....	31 9 6
			" 7	" H. M'Donald, Chief Constable (rations to 50 men at Liverpool)	2 17 1
			" 7	" E. Goertz, Liverpool (rations to 50 men) ..	3 19 5
			" 8	" D. Cohen & Co., Maitland (tobacco)	2 11 6
			" 8	" H. R. N. S. N. Company (passages, &c.).....	12 2 9
			" 8	" Byrnes, Wise, & Co. (rations).....	17 19 0
			" 8	" J. R. Maxwell (do.) ..	11 19 3
			" 9	" Fieldhouse, Campbelltown (rations)	1 5 3
	Carried forward.....£	3,685 13 3		Carried forward.....£	2,144 9 8

REPORTS FROM DIGGERS' EMPLOYMENT COMMITTEE.

DR.				CR.	
1859.		£ s. d.	1858.		£ s. d.
	Brought forward	3,685 13 3		Brought forward	2,144 9 8
			" 9	By Choque to J. Dickson, Mudgee, (rations)	29 17 3
			" 10	" J. Badkins, Peel River	3 7 1
			" 11	" W. H. Glover (salary to December 11)	3 10 0
			" 11	" J. Pendered (do.)	5 0 0
			" 11	" T. Ryan, Maitland Bar (rations)	2 0 0
			" 11	" J. Badkins, Peel River (do.)	27 11 3
			" 13	" G. Chisholm & Co. (55 do.)	34 12 8
			" 13	" Byrnes, Wise, & Co. (111½ rations, £19 8 6)	
			" 13	Blakefield, Orange (60 do., £28 15)	48 3 6
			" 13	" John Fairfax & Sons (advertising)	7 5 0
			" 13	" Tebbutt & Gully, Mudgee (57 rations) ..	27 2 2
			" 14	" G. Walker (6 do.)	2 9 6
			" 16	" G. Cottrell, Yass (tea)	2 0 0
			" 17	" Joseph Levey (14½ rations)	3 16 8
			" 18	" Stokes & Co. (printing)	3 12 0
			" 18	" J. Pendered (salary to 18 December)	5 0 0
			" 18	" Petty expenses	2 0 0
			" 20	" W. Collic, Grafton (6 rations)	2 8 0
			" 20	" Mandelson, Brothers, Adelong (26 do.)	14 5 3
			" 20	" J. Dickson, Mudgee (4 do.)	2 10 0
			" 20	" J. Gregg, Parramatta (112½ do.)	21 9 4
			" 22	" Mrs. M'Donnell (5 do.)	2 8 10
			" 22	" G. Chisholm & Co. (19 do.)	11 19 3
			" 22	" J. & G. Stewart, Elbow (20 do.)	10 8 0
			" 22	" Tebbutt & Gully, Mudgee, (rations) ..	5 5 0
			" 23	" E. Manning (5 passages to Clyde)	5 0 0
			" 24	" J. Waugh (stationery)	2 5 8
			" 24	" John Pendered (salary to 25 December)	5 0 0
			" 24	" Pickering (advertising, <i>Bell's Life</i>)	1 17 0
			" 24	" R. Craig (drays to Peel River)	20 0 0
			" 24	" G. Jarvis, Hartley (58½ rations)	11 12 0
			" 24	" B. Parkins (5 rations)	2 15 0
			" 31	" Petty expenses	2 0 0
			" 31	" J. Pendered (salary to 1 January, 1859)	5 0 0
			" 31	" Sub-Committee	5 0 0
			" 31	" J. Warton (drays to Adelong, 2 tons and baggage for 50 men)	50 0 0
			" 31	" W. Connolly, Goulburn (13½ rations)	3 1 9
			" 31	" G. Beattie (2 rations)	1 1 6
			1859.		
Jan. 3			" 3	" Byrnes, Wise, & Co. (rations)	17 19 6
" 5			" 5	" J. Richardson, Braidwood (do.)	28 0 6
" 7			" 7	" J. Pendered (salary to 8 January)	5 0 0
Jan. 10			" 10	" H. Godfrey & Co., Yass (rations)	3 10 0
" 10			" 10	" E. Manning (9 passages to the Clyde) .	9 0 0
" 10			" 10	" J. R. Maxwell (rations)	5 13 6
" 10			" 10	" G. Lidney, Murrurundi (do.)	3 12 0
" 11			" 11	" Tebbutt & Gully (do.)	6 13 9
" 13			" 13	" Byrnes, Wise, & Co. (do.)	11 5 6
" 15			" 15	" J. Pendered (salary to 15 January)	5 0 0
" 15			" 15	" W. Nicholson, Maitland (rations)	4 8 5
" 17			" 17	" Byrnes, Wise, & Co. .	3 7 6
" 17			" 17	" J. Fairfax & Sons (advertising)	1 10 0
	Carried forward	£ 3,685 13 3		Carried forward	£ 2,642 4 0

REPORTS FROM DIGGERS' EMPLOYMENT COMMITTEE.

Dr.			Cr.		
1859.	Brought forward	£ s. d. 3,685 13 3	1859.	Brought forward.....	£ s. d. 2,642 4 0
			Jan. 22	By Cheque to A. S. N. Company ..	1 17 6
			" 24	" C. E. Jaques, Morpeth (rations).....	19 8 0
			" 25	" G. Jarvis, Hartley (do.)	1 0 0
			" 25	" J. Pendered (salary to 22 January)	5 0 0
			" 25	" J. M'Lennan, Bowenfels (rations)	6 7 6
			" 28	" E. Manning & Sons (passages)	3 0 0
			" 29	" Petty expenses	2 0 0
			" 29	" Pendered (salary to 29)	5 0 0
			Feb. 4	" Lewis Cohen (rations)	26 3 0
			" 5	" John Burd (do.).....	4 10 0
			" 7	" Stephen Tucker (do.)	5 1 0
				" Pendered (salary, 3 week's, 30 January to 19 February)	15 0 0
				" S. Tucker (rations) ..	15 8 6
				" Thomas Dingle (do.)	1 5 6
				Balance in hand	932 8 3
		£ 3,685 13 3			£ 3,685 13 3

FOURTH REPORT.

THE SECRETARY TO THE DIGGERS' EMPLOYMENT COMMITTEE to THE COLONIAL SECRETARY.

Sydney, 4 May, 1859.

SIR,

I beg to forward to you the Fourth Report of the Diggers' Employment Committee, with Statement and Balance Sheet to 2nd May; the Committee considering that the necessity no longer exists for forwarding laborers and mechanics of Sydney into the interior to find employment.

The Committee have therefore adjourned for one month, pending the receipt of any outstanding claims, when they will meet to decide upon the disposal of the funds then remaining, after settlement of all claims against the Committee.

I have, &c.,

CHARLES KEMP.

THE HONORABLE
THE COLONIAL SECRETARY.

[Enclosure No. 1.]

Sydney, 2 May, 1859.

THE Committee have the honor to Report, that in accordance with Resolutions passed at a Meeting of the Committee, held the 11th of March, a List was opened of the "Unemployed" of Sydney, in which the names, callings, &c., of 297 applicants have been registered.

Of these applicants 228 have been forwarded into the interior, several being accompanied by their wives and families, namely, to Bathurst, 68; to the Clyde River, 85; to Yass, 39; and to Grafton, 35.

The large increase in the returns from the various Gold Fields shews that the Committee have to some extent succeeded in one of the objects proposed by the Committee—the further development of the Gold Fields of New South Wales.

The Committee have also assisted 1,735 Diggers and others, many of whom may reasonably be expected to return the advances made to them, as from the accounts which have been already received, it is evident that many have done, and are doing well upon the Gold Fields, since they were forwarded to them by the Committee.

The balance in hand on the 16th of February was (£932 8s. 3d.) nine hundred and thirty-two pounds eight shillings and three-pence; the outlay since that date has been (£382 9s. 5d.) three hundred and eighty-two pounds nine shillings and five-pence, leaving a balance in hand of (£549 18s. 10d.) five hundred and forty-nine pounds eighteen shillings and ten-pence. The estimated liabilities incurred to this date are about (£50) fifty pounds, leaving a final balance of about (£500) five hundred pounds. The total outlay to this date is (£3,136 14s. 5d.) three thousand one hundred and thirty-six pounds fourteen shillings and five-pence, out of (£3,686 13s. 3d.) three thousand six hundred and eighty-six pounds thirteen shillings and three-pence, leaving a balance as per statement of (£549 18s. 10d.) five hundred and forty-nine pounds eighteen shillings and ten-pence.

CHARLES KEMP.

The Honorable
The Colonial Secretary.

[Enclosure

REPORTS FROM DIGGERS' EMPLOYMENT COMMITTEE.

[Enclosure No. 2.]

DIGGERS' EMPLOYMENT FUND.

STATEMENT AND BALANCE SHEET, 2ND MAY, 1859.

DR.			CR.		
1858.	To Amount of Public Subscription in aid of Diggers, &c.	£ 1,936 13 3	1858.	By Amount expended from 28th October, 1858, to 16th February, 1859, in assisting 1,707 Diggers and others to reach the Gold Fields of New South Wales ..	£ 2,754 5 0
	" Cash from the Honorable the Colonial Treasurer	1,750 0 0	1859.	" Amount expended from 10th March, 1859, to 2nd May, 1859, in assisting 228 of the Unemployed Laborers and Mechanics of Sydney to reach the Interior.	382 9 5
				Balance in hand.....	3,136 14 5
					549 18 10
		£ 3,686 13 3			£ 3,686 13 3

DIGGERS' EMPLOYMENT FUND.

IN ACCOUNT WITH COMMERCIAL BANK.

DR.			CR.		
1859.	Balance in hand	£ 932 8 3	1859.	By Cheque to J. Pendered, (one month's salary) by order of Committee	£ 20 0 0
Feb. 16			Mar. 14	" Cheque to W. Beames, Tambororo, (Rations)	10 0 2
			" 31	" Cheque to Petty Cash	2 0 0
			" 31	" J. Pendered, (salary, 10th to 30th March)	15 0 0
			April 1	" Cheque to J. Gregg, Parramatta, (Rations).....	8 8 8
			" 2	" Cheque to G. Jarvis, Hartley, (Rations).....	7 12 0
			" 4	" Cheque to E. Manning, (Passages to Clyde)	115 10 0
			" 4	" Cheque to J. M'Lennan, Bowenfels, (Rations)	3 16 6
			" 4	" Cheque to G. Hamilton, (Biscuits)	2 2 8
			" 4	" Cheque to Fieldhouse, Campbelltown, (Rations)	1 17 10
			" 12	" Cheque to Pendered, (salary, 31st March to 13th April)	10 0 0
			" 12	" Cheque to T. Burrett, Camden, (Rations).....	2 8 0
			" 13	" Cheque to H. A. Cobb, Braidwood, (Rations).....	43 4 0
			" 15	" Cheque to Kirchner & Co., (Passages to Grafton)	40 0 0
			" 16	" Cheque to Petty Cash	2 0 0
			" 18	" Byrnes, Wise & Co., Bathurst, (Rations)	10 17 6
			" 18	" Cheque to E. Manning, (Passages to Clyde)	28 0 0
			" 21	" Cheque to Levy, Berrima, (Rations)	5 3 8
			" 21	" Cheque to Conolly, Goulburn, (Rations)	3 16 0
			" 21	" Cheque to Pendered, (salary to 20th April).....	5 0 0
			" 23	" Cheque to Kirchner & Co., (Passages to Grafton)	20 0 0
			" 23	" Cheque to T. O. Connor, Sofala, (Rations).....	6 13 9
			" 23	" Cheque to W. Collie, Grafton, (Rations).....	10 3 8
			" 29	" Cheque to J. Pendered, (salary to 27th April).....	5 0 0
			" 29	" Cheque to G. Jarvis, Hartley, (Rations)	2 0 0
			" 30	" Cheque to E. Manning, (Passage to Clyde)	1 15 0
				Balance in hand.....	382 9 5
					549 18 10
		£ 932 8 3			£ 932 8 3

THE SECRETARY TO THE DIGGERS' EMPLOYMENT COMMITTEE to THE COLONIAL
SECRETARY.

Sydney, 31 January, 1859.

SIR,

The proceedings of the Diggers' Employment Committee having been nearly brought to a close, I beg leave to inform you that the total amount received by private subscription has been (£1,909 17s. 9d.) nineteen hundred and nine pounds seventeen shillings and nine-pence. A List of the Subscribers is enclosed. To meet this, we have received from the Government (£1,750) seventeen hundred and fifty pounds.

Our total expenditure to the present time has been (£2,673 3s. 6d.) two thousand six hundred and seventy-three pounds three shillings and sixpence; and we have in the Bank a balance of (£976 14s. 3d.) nine hundred and seventy-six pounds fourteen shillings and three-pence. We have forwarded into the interior 1,507 persons, out of 1,789 applicants. In a few days we shall have received and paid all outstanding claims, when I will forward a detailed Report of our proceedings, and an Account Current shewing the items of our expenditure.

I have, &c.,

CHARLES KEMP.

THE HONORABLE

THE COLONIAL SECRETARY.

[Enclosure in the foregoing.]

PUBLIC SUBSCRIPTIONS to aid Diggers and others to reach the Interior of this Colony, for the purpose of developing the capabilities of the Gold Fields of New South Wales.

Sydney, 23 October, 1858.

Australian Joint Stock Bank	£105	0	0	Wm. Busfield	10	10	0
A. S. N. Company	105	0	0	Young, Lark & Bennett ..	10	10	0
Commercial Bank	100	0	0	Ray, Glaister & Co....	10	10	0
English, Scottish and Australian				M'Intosh & Hirst	10	10	0
Chartered Bank	52	10	0	John Frazer	10	10	0
Oriental Bank	52	10	0	Youngman & Co.	10	10	0
London Chartered Bank	52	10	0	Sir Daniel Cooper	10	10	0
Wm. Dean & Co.	50	0	0	D. Cooper & Co.	10	10	0
John Fairfax & Sons	50	0	0	Levicks, Piper & Co. ...	10	10	0
Christr. Newton, Bros. & Co. ...	50	0	0	J. F. Wilson, Newtown ...	10	10	0
P. N. Russell & Co.	50	0	0	Smith Brothers	10	10	0
Prince, Bray & Ogg	50	0	0	James Pemell	10	10	0
Lamb, Parbury & Co.	30	0	0	Hall & Anderson	10	10	0
R. E. & F. Tooth	30	0	0	Thomas Holt	10	0	0
Rundle, Dangar & Co.	25	0	0	W. M. Long	10	0	0
David Cohen & Co.	25	0	0	Wm. Fairfax & Sons ...	10	0	0
Fairhurst & Co.	25	0	0	C. Kemp	5	5	0
Campbell & Co.	21	0	0	Capt. Smith	5	5	0
Hawley & Co.	21	0	0	George Moss	5	5	0
H. C. Burnell	20	0	0	Lane & Co.	5	5	0
Montefiore, Graham & Co. ...	20	0	0	L. & S. Samuel	5	5	0
T. S. Mort & Co.	20	0	0	S. A. Joseph	5	5	0
J. C. Laycock	20	0	0	Dr. Whittell	5	5	0
Wm. Moffitt, Pitt-street ...	20	0	0	James Vickery	5	5	0
Thacker, Daniell & Co.	15	15	0	A. & E. A. Levey	5	5	0
Keele, Campbell & Co.	15	15	0	J. G. Raphael	5	5	0
W. H. Aldis	10	10	0	Charles Moore & Co. ...	5	5	0
A. Fairfax & Co.	10	10	0	George Rattray	5	5	0
Favenc & Gwyn	10	10	0	T. C. Breillat	5	5	0
Betteridge & Hayden	10	10	0	H. Beauchamp..	5	5	0
Bennett & Co.	10	10	0	A. M'Arthur & Co....	5	5	0
Wilkinson, Brothers & Co. ...	10	10	0	Rossiter & Lazarus ...	5	5	0
Ebenczer Vickery	10	10	0	E. Manning	5	5	0
N. Mandleson	10	10	0	Thompson, Symonds & Co.	5	5	0
J. M. Leigh	10	10	0	R. M. Robey	5	5	0
Frith & Payten	10	10	0	How, Walker & Co. ...	5	5	0
Brierly, Dean & Co.	10	10	0	Charles Scott & Co....	5	5	0
Wm. Drynan	10	10	0	Isaac Levy	5	5	0

REPORTS FROM DIGGERS' EMPLOYMENT COMMITTEE.

Tidswell, Wilson & Co.	5	5	0	George Allen, M. P.	2	2	0
M. A. Worms & Co.	5	5	0	Johnson & Johnson	2	2	0
David Bell, J. P.	5	5	0	Henry Cohen	1	1	0
S. Burt & Co.	5	5	0	J. H. Asher	1	1	0
John Watkins	5	5	0	John Keary	1	1	0
Moses Moss	5	5	0	L. Lipman	1	1	0
Solnitz	5	5	0	H. H. Graves	1	1	0
Ebsworth & Co.	5	5	0	M. Mehon	1	1	0
Broomfield & Whittaker... ..	5	5	0	Killerminster	1	1	0
Wm. Rolfe	5	5	0	Henry C. Brooks	1	1	0
J. H. Goodlet & Co.	5	5	0	J. Jagleman	1	1	0
M'Namara, Son & Co.	5	5	0	J. Watson	1	1	0
G. Wilkie & Co.	5	5	0	Smith & Curtis	1	1	0
J. T. Armitage & Co.	5	5	0	Michael Bennett	1	1	0
Tucker & Co.	5	5	0	Dr. Muller	1	0	0
Sands & Kenny	5	5	0	H. W. Goldring	1	1	0
Franck, Brothers & Gans	5	5	0	J. Macintosh	1	1	0
Farmer, Williams & Giles	5	5	0	Wm. Allen, Grocer... ..	1	1	0
Chatto & Hughes	5	5	0	Wm. Allen	1	1	0
S. Emanuel & Sons... ..	5	5	0	Wm. Turton	1	1	0
G. Chisholm & Co.	5	5	0	F. Folk	1	1	0
J. Hampton	5	5	0	R. Stewart	1	1	0
J. V. Barnard & Co.	5	5	0	Champion	1	1	0
E. Harnett	5	5	0	Joseph Gillam... ..	1	1	0
G. A. Lloyd & Co.	5	5	0	B. Kilpatrick	1	0	0
Henry Moore & Co.	5	5	0	Coates	1	1	0
Joseph Simmonds, jun.	5	5	0	Wm. Soole	1	1	0
Dawson & Thompson	5	5	0	Walker and Jones	1	1	0
T. W. Smith	5	5	0	M. M'Marne	1	1	0
George Thornton	5	5	0	Wm. Long	1	1	0
Bowden & Threlkeld	5	5	0	James Stuart	1	1	0
Joy & Co.	5	5	0	Wm. C. Preston & Co.	1	1	0
Mitchell & Co.... ..	5	5	0	Parker & Bates	1	1	0
M. J. Davis, 166, Pitt-street	5	5	0	W. S. Friend	1	1	0
John Croft	5	5	0	Biddell Brothers	1	1	0
E. Blaxland	5	5	0	C. Boovis... ..	1	1	0
Cohen & Levy	5	5	0	Younger & Son	1	1	0
Atkinson, Wrench & Co.	5	5	0	Wm. Morris	1	1	0
F. J. King	5	0	0	John Fitzpatrick	1	1	0
T. Barker	5	0	0	Richard Sullivan	1	1	0
Brush & M'Donnell... ..	5	0	0	John Longford... ..	1	0	0
Gilfillen & Co.	5	0	0	Edward Curtis... ..	1	0	0
Johnson (of Armidale)	5	0	0	John Dalby	1	0	0
D. Jones, M. P.	5	0	0	John Brush	1	0	0
John Hill, jun., & Sons	5	0	0	Samuels	1	1	0
Henry Bell	5	0	0	Anderson Brothers	1	1	0
Thomas Barker	5	5	0	Robert Morris	1	0	0
E. Flood	5	5	0	Isaac Simmons	1	1	0
J. G. Cohen	3	3	0	James Stewart... ..	1	1	0
Coutin & Griffiths	3	3	0	Wm. Clinton	0	10	6
Hugh Dixon	3	3	0	Hatch	0	10	6
A. Lenchan	3	3	0	A Friend... ..	0	10	6
Willis, Merry & Co.	3	3	0	David M'Call	0	10	6
J. H. Barlow	3	3	0	Wm. Calder	0	10	0
J. G. Waller	3	3	0	Thomas M'Keown	0	10	0
John Haynes	3	3	0	Bucklebank	0	10	0
John Hughes	3	3	0	W. Hamilton	0	10	0
Weaver & Kemp	3	3	0	D. M'Lennon	0	10	0
J. Davis & Co.... ..	3	3	0	G. V. R.	0	10	0
Arthur Hodgson	2	2	0	J. Flood	0	10	0
Buyers & Learmouth	2	2	0	Thomas Lovell... ..	0	10	0
Iredale & Co.	2	2	0	Benjamin Beattie	0	10	0
Cowan & Israel	2	2	0	Mrs. Long, Tambaroora	0	10	0
John Keep	2	2	0	A. Wills	0	7	6
F. Geard	2	2	0	Richard Cowan	0	5	0
Wm. Crego	2	2	0	John Woods	0	5	0
R. Gray	2	2	0	C. T. S.	0	5	0
Harpur Brothers	2	2	0	John Begg	0	5	0
Wm. Harbottle	2	2	0	J. White	0	5	0
Richard Peek	2	2	0	David Forest	0	5	0
F. G. Mylrea	2	2	0	Wm. Stewart	0	5	0
Flavelle Brothers	2	2	0	John Nuttman... ..	0	5	0
Zollner & Henry	2	2	0	T. Hornbrook	0	5	0
W. G. Henfrey	2	2	0	E. Apple	0	5	0
T. Bowden	2	2	0	Porter	0	5	0
H. Jones	2	2	0	N. N.	0	5	0
R. T. Ford	2	2	0	J. F. G.	0	5	0

1859.

 Legislative Assembly.

NEW SOUTH WALES.

 DIGGERS' EMPLOYMENT COMMITTEE.

(FINAL REPORT FROM.)

Ordered by the Legislative Assembly to be Printed.

FIFTH and FINAL REPORT of the Diggers' Employment Committee.
Sydney, 26 August, 1859.

1. The Committee have the honor to Report to the Honorable the Colonial Secretary, that since their last Report was sent in the Committee, at the request of the Honorable John Robertson, Secretary for Lands and Public Works, opened a List of Laborers and Mechanics of Sydney who were desirous to procure employment on the Railway Works at Campbelltown. There were 78 applicants to the Committee, 30 of whom were furnished with orders for conveyance by Rail to Campbelltown, the remaining 48 not availing themselves of the assistance offered.

2. The balance in hand to credit of Committee, May 2nd, when the last statement was forwarded, was (549 18s. 10d.) five hundred and forty-nine pounds eighteen shillings and ten-pence; of which amount the Committee have expended (£87 18s. 6d.) eighty-seven pounds eighteen shillings and six-pence, leaving a balance in hand of (£462 0s. 4d.) four hundred and sixty-two pounds and four-pence. The total receipts of the Committee have been (£3,686 13s. 3d.) three thousand six hundred and eighty-six pounds thirteen shillings and three-pence; expenditure (£3,224 12s. 11d.) three thousand two hundred and twenty-four pounds twelve shillings and eleven-pence,—leaving a final balance of (£462 0s. 4d.) four hundred and sixty-two pounds and four-pence.

CHARLES KEMP,
Chairman.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

THE UNEMPLOYED.

(PETITION OF.)

Ordered by the Legislative Assembly to be Printed, 3 May, 1860.

To the Honorable the Legislative Assembly, in Parliament assembled.

MAY IT PLEASE YOUR HONORABLE HOUSE :—

We, the unemployed laborers and artizans, citizens of Sydney, beg most respectfully to represent the lamentable and miserable condition to which they are reduced in consequence of the great want of employment at present existing, not only in this city, but all over the Colony.

Your Petitioners are of opinion that they are adopting a great constitutional privilege in coming to your Honorable House for redress and alleviation in seasons of calamity and deep distress.

Your Petitioners are firmly impressed with the conviction that it is in your power to alleviate their distresses by opening (for the benefit of the unemployed) some of those great public works for which large sums of money have been voted, particularly the road between Pyrmont and Glebe Island ; your viaducts have been swept away—your railway lines require vast repair—the Long Bay Road requires formation—and there are various other public works which would afford us relief upon this lamentable occasion.

We therefore pray your Honorable House to take our case into your consideration, and, by opening some of these public works for the benefit of the unemployed, dispel the heavy gloom at present hovering over our circumstances.

And your Petitioners, as in duty bound, will ever pray.

Signed, on behalf of the Meeting,

W. JENNETT,
Chairman.

J. H. WEST,
Secretary.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

WILLIAM JENNETT.

(PETITION OF.)

Ordered by the Legislative Assembly to be Printed, 25 May, 1860.

To the Honorable the Legislative Assembly, in Parliament assembled.

MAY IT PLEASE YOUR HONORABLE HOUSE :—

We, the undersigned Electors and Citizens of Sydney, beg most respectfully to represent, that on Friday, the 11th inst., a public meeting was held in Hyde Park, at which, among other resolutions, it was proposed and carried that "a deputation be formed, for the purpose of proceeding to the Assembly, and presenting the thanks of the meeting to six Members of your Honorable House."

2ndly. That in the exercise of this their constitutional privilege, your Petitioners complain that they were resisted, not by any act, word, or deed of the three Estates of the Realm, but by the intervention of usurped authority on the part of a Civic functionary, who dared to outrage law and order, and despotically trifle with the inalienable right of Englishmen.

3rdly. That your Petitioners respectfully represent, that not only was the deputation refused admittance, but were most unjustifiably assaulted by the Police, trampled under the horse hoofs of the Mounted Patrol, and many persons brutally beaten with bludgeons; some falsely imprisoned and subjected to every species of indignity, degrading to their moral standard as citizens of unblemished and unimpeachable reputation, destructive to their confidence in that administration of justice which could associate citizens—prisoners of the State—with thieves, vagabonds, and persons capable of crimes that put your Petitioners to the blush to designate even but in name; and the which your Petitioners indignantly, manfully, but respectfully resent, and represent to your Honorable House.

4thly. Your Petitioners desire to know, for the sake of the liberty of the subject, as well as for the sake of future deputations, under what circumstances, and by whose orders, this unnecessary display of questionable power and ferocity took place.

5thly. Your Petitioners being well advised that, had the Mayor and Police not "interfered," there could and would have been no dispute whatever. And be it remembered, that nothing disorderly did occur until that interference took place.

In conclusion, your Petitioners pray for the appointment of a Select Committee to inquire into the whole transaction, feeling confident as they do that the blame will then be placed upon the right persons.

And your Petitioners, as in duty bound, will ever pray.

Signed on behalf of the Meeting,

WILLIAM JENNETT,

Chairman.

Sydney: Thomas Richards, Government Printer.—1860.

1859.

NEW SOUTH WALES.

DESTITUTE CHILDREN'S SOCIETY.

(LIST OF DIRECTORS AND OFFICE BEARERS.)

Presented to both Houses of Parliament, by Command.

THE HONORARY SECRETARY TO THE DESTITUTE CHILDREN'S SOCIETY to THE COLONIAL SECRETARY.

SIR,

Sydney, 17 February, 1859.

I have the honor to acknowledge the receipt of your letter of the 15th instant, asking me to forward copies of any Rules or By-Laws of the Society for the Relief of Destitute Children that may have been made since the 1st of March, 1857. In reply I have to inform you that no Rules have been made since that period.

I enclose a certified List, in duplicate, of the Directors of the Society.

I have, &c.,

ALFRED H. STEPHEN,

Hon. Sec. Soc. Relief Destitute Children.

THE HONORABLE
THE COLONIAL SECRETARY.*Patron.*

HIS EXCELLENCY SIR WILLIAM T. DENISON, K.C.B.

President.

The Hon. E. Deas Thomson, C.B., M.L.C.

Treasurer.

Thomas Barker, Esq.

Secretary.

Rev. A. H. Stephen, B.A.

*Honorary Medical Officers.**Consulting Physician* The Hon. Dr. Douglass.*Visiting Medical Officer*..... A. M. Brown, M.D.*Directors.*

Allen, The Hon. George

Bonar, Andrew, J.P.

Brown, J.C.

Burns, A. C., J.P.

Caldwell, John

Cowdrey, Thomas

Crawford, J. W.

Ewing, Rev. John

Douglass, The Hon. Dr.

Ewing, J. S.

Elliott, Gilbert, J.P.

Hanson, William

Harris, S. H.

Hebblewhite, Samuel

Ironsides, Rev. S.

Superintendent of the Asylum.

Mr. May.

Jenkins, R. L., M.L.A.

Joy, Edward

King, Rev. George, M.A.

McEneaney, Ven. Archdeacon

Milne, Rev. J. S.

Macfarlane, Hon. Dr.

Nathan, I.

O'Connell, Very Rev. Dean

Pearce, S. H.

Powell, James

Raphael, J. G.

Sheridan, Rev. J. F.

Stephen, Sir Alfred, Knt.

Thornton, George, M.L.A.

Matron.

Mrs. May.

Collector.

Mr. H. Roberts.

We certify that the above is a correct List of the Office-bearers and Directors of the Society for the Relief of Destitute Children, for 1859.

THOS. BARKER, *Treasurer.*ALFRED H. STEPHEN, *Secretary.*

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

DESTITUTE CHILDREN'S ASYLUM.

(BY-LAWS AND LIST OF DIRECTORS OF.)

Ordered by the Legislative Assembly to be Printed, 26 April, 1860.

LIST OF DIRECTORS.

ALLEN, THE HON. GEORGE.	JENKINS, R. L., M. L. A.
ALDIS, W. H.	JOY, EDWARD.
BROWN, DR.	KING, REV. GEORGE, M. A.
BURNELL, H. C., J. P.	MCENCROE, VEN. ARCHDEACON.
BIRRELL, J.	MILNE, REV. J. S.
COWLISHAW, THOMAS.	MACFARLANE, HON. DR.
CAPE, T. W.	MCCARTHUR A., M. L. A.
COHEN, SAMUEL, J. P.	NATHAN I.
DOUGALL, REV. JOHN.	O'CONNELL, VERY REV. DEAN.
DOUGLASS, THE HON. DR.	PEARCE, S. H.
EGAN, D., M. L. A.	POWELL, JAMES.
HEBBLEWHITE, SAMUEL.	RAPHAEL, J. G.
HANSON, WILLIAM.	SHERIDAN, REV. J. F.
HIRST, REV. G.	STEPHEN, SIR ALFRED, KNT.

BY-LAWS OF THE SOCIETY FOR THE RELIEF OF DESTITUTE CHILDREN.

I.—OBJECT.

1. The object of the Society is—the protection, support, industrial training, and moral and religious instruction of children, deserted or left destitute by dissolute and abandoned parents, or from other causes neglected, or in a state of great privation, and without adequate means of support.

2. Under the foregoing description of destitute children admissible into the Institution, shall be included only:—

1st—Children abandoned by their parents, or left without friends and protection.

2nd—Children the offspring of parents, either or both of whom may, from profligate habits, or conviction for felony, be unable to support, and unfit to educate them; and who may voluntarily surrender them to the care of the Society.

3rd—Children who, coming within any of the classes above enumerated, may, according to any law in force for the time being, be compulsorily placed in the Institution.

4th—

- 4th—Children of any of the above classes, who may be received, by order of the Government, from any Benevolent Asylum or other Public Institution; and for whose support provision shall be made by the Legislature.
3. Children admissible into the Protestant or Roman Catholic Orphan Schools shall not be considered eligible for reception into this Institution.
4. In every case the House Committee—to be constituted in manner hereinafter mentioned—shall determine the amount (if any) to be paid for the support of the children coming within the 1st, 2nd, and 3rd classes above enumerated, and the security to be taken for its payment.
5. Children admitted by order of the Government shall be paid for according to an estimate—to be prepared by the House Committee—of the average cost of each child for the time being.
6. No child shall be admitted into the Institution who shall not be certified by one of its medical officers to be free from any contagious, infectious, or cutaneous disease.
7. No child shall be admitted of an age younger than three years, or older than ten years, unless in cases of peculiar emergency, to be decided by the House Committee.
8. No child shall be admitted into the Institution, or allowed to leave it, or shall be dismissed from it, unless by order of the House Committee.
9. So soon as any child shall have attained the age of fourteen years, or earlier if advisable, but not being under twelve years, the House Committee shall take the necessary steps to have such child apprenticed according to law, or otherwise suitably provided for.

II.—MEMBERS.

10. Every subscriber of one guinea per annum shall be a Member of the Society.
11. Every donor of ten pounds in one payment shall be a Life Member.
12. Every donor of fifty pounds in one payment shall be a Life Director.
13. Every Minister of Religion who shall raise for the Society, from his congregation, the sum of fifty pounds, in one or more collectings, shall be a Life Member.

III.—PATRON.

14. His Excellency the Governor General shall be invited to accept the office of Patron of the Society.

IV.—OFFICERS, AND BOARD OF MANAGEMENT.

15. There shall be a President, one or more Vice-Presidents, a Treasurer, and Secretary; all of whom shall be elected at the Annual General Meeting.
16. The Management of the Institution shall devolve upon a Board of Directors, consisting of the officers mentioned in the preceding rule, and all Life Directors, together with not less than sixteen Members, to be elected at the Annual General Meeting; six of whom shall retire at the end of each year, being those Members who have attended the Meetings of the Board the least number of times, but who, nevertheless, shall be eligible for re-election.

17. If any of the offices aforesaid, or elective seat at the Board, shall become vacant after the annual election, the same shall, until the next Annual General Meeting, be provisionally filled up by the Board of Directors, at any monthly meeting: notice being previously given of the name of the Member intended to be proposed to fill such vacancy.

V.—MEETINGS OF THE SOCIETY.

18. An Annual General Meeting of the Society shall be holden in each year, in the month of January, or as soon after as the Board of Directors may deem advisable. Notice of such meeting shall be given in one or more of the public newspapers, at least ten days before the time appointed for holding the same.

19. A Special General Meeting of the Society, for the transaction of any particular business, may at any time be called by the Board of Directors, or on a requisition being addressed to the Secretary, by not less than seven Members; and notice thereof, and of the matter to be considered, shall be given in like manner, and for a similar period, as in the case of the Annual General Meeting.

20. At every Annual General Meeting, or Special General Meeting, not less than fifteen Members shall be required to form a quorum.

21. At the Annual General Meeting, the Report of the Directors and the audited Accounts of the Treasurer for the past year shall be presented; and such other business transacted as may be brought before the meeting by the Board of Directors.

22. If, at the time appointed for any Annual or Special General Meeting, a sufficient number of Members to form a quorum be not present, the Chairman by his own authority, or on the motion of any Member, may adjourn such meeting to some future convenient day.

VI.—DUTIES OF THE BOARD OF DIRECTORS AND HOUSE COMMITTEE.

23. The Board shall meet once a month, for the transaction of business, at such times and places as they may appoint; and five of them shall be a quorum. The Secretary, on occasions of emergency, or when requested by three Members of the Board, shall be empowered to call Special Meetings—the nature of the business to be specified in the notice.

24. The Board shall, at the first meeting after each Annual General Meeting of the Society, appoint from among the Members a House Committee, consisting of not less than nine Members—three to be a quorum—whose duties shall be:—

1st—To meet at the Institution once a week, or oftener if they deem necessary, on such day or days, and at such hour, as they may from time to time appoint; there to inspect and manage the domestic affairs of the Institution.

2nd—To receive applications for the admission of children, and decide upon them.

3rd—To hire and discharge servants.

4th—To give instructions to the Superintendent and Matron, on all points connected with the duties of their office.

5th—To receive and decide upon tenders for supplies; and to order the necessary purchase of utensils, clothing, furniture, articles of food, fuel, &c., where no tenders are required; and to inspect the monthly bills.

6th—To report to the Board the monthly accounts, as well as to lay before it the Minutes of their proceedings during the preceding month.

25. The Board shall give instructions to the House Committee upon any of the matters committed to their management, as it may think advisable.

26. The Board will make such by-laws for the management of the Institution, and for the admission of children, as circumstances may render advisable.

27. The Board shall have the power of appointing and dismissing the Superintendent and Matron.

VII.—THE TREASURER.

28. All moneys received by him shall be lodged in the Commercial or other Colonial Bank, in the name of "The Society for the Relief of Destitute Children."

29. At every Monthly Meeting of the Board the Treasurer shall furnish a balance sheet, shewing the then state of the funds of the Institution.

30. No account shall be paid by him, excepting upon the authority of the Board given at some duly convened meeting, and certified accordingly by the Chairman then present.

31. All cheques shall be signed by the Secretary and the Treasurer.

32. The Board shall appoint annually two Auditors, to audit the Treasurer's accounts previously to the Annual General Meeting.

VIII.

VIII.—THE SECRETARY.

33. His duties shall be to attend all meetings of the Board and House Committee, to keep the Minutes of the proceedings, and to conduct the general correspondence of the Institution.

34. To summons all meetings, and—subject to the approval of the Directors—to prepare the annual Report.

35. To arrange the business to be brought before the Board and House Committee.

36. To take charge of all documents, &c.

IX.—SUPERINTENDENT AND MATRON.

37. They shall impart to the children useful knowledge, by instructing them practically in domestic and other industrial pursuits, as well as the elements of a plain English education; with such assistance as the House Committee may deem necessary.

38. They shall have entire charge of the house furniture, bedding, and stores; shall preside at all the meals of the children; shall have the general superintendence of the servants; shall keep a daily journal of the house, a diet book, and a register of admissions, departures, and deaths; shall report to the House Committee every case of misconduct on the part of the children or servants; and in general carry out the instructions of the Board of Directors and House Committee.

X.—EDUCATION OF THE CHILDREN.

39. A system of moral training should be adopted, in the first instance (with the youngest children), similar to that pursued in infant schools; to be followed by a general education, conducted as far as possible on the system pursued in the National Schools, and supplemented by such industrial training as the Board may from time to time direct. The hours of attendance to be fixed by the House Committee.

XI.—RELIGIOUS EXERCISES.

40.

1st—A form of prayer, to be approved of by the Directors, shall be read morning and evening by the schoolmaster; and grace shall be said before and after meat.

2nd—During the reading of prayers the children of Roman Catholic parents shall be allowed to retire to another department, where arrangements may be made with the House Committee for conducting the devotions after their own forms.

3rd—On Sundays the Protestant children may attend the Episcopal Church nearest to the Institution; except in the case of those who are not Episcopalians, who shall be at liberty to attend their own places of worship, upon a representation being made to the House Committee, and proper surveillance secured.

4th—The children of Roman Catholic parents may attend at the church of that denomination nearest to the Institution; the proper surveillance of them also being secured.

5th—On the Friday of each week, and between such hours as the House Committee shall appoint, the children of the various denominations shall be allowed to receive religious instructions from duly authorized persons belonging to their various communions. The names and authority of such persons shall be reported to the House Committee.

XII.—DRESS, FOOD, AND GENERAL CARE OF CHILDREN.

41.

1st—The children shall wear one uniform dress, as may be directed from time to time by the House Committee.

2nd—They shall have three meals a day—breakfast, dinner, and supper; to consist of such articles and such quantities as the House Committee may from time to time appoint.

3rd—They shall have their hair cut short, and be washed in a bath, upon their admission; and be well washed and combed every morning.

XIII.

XIII.—VISITING.

42.

1st—No person shall be allowed to visit the Institution on Sunday, except Ministers of Religion, Members of the Board, and such friends as they may bring along with them.

2nd—No parent or relative of a child abandoned by its parents shall be admitted to see such child without the special order of the House Committee.

3rd—Visitors to the Institution, not being Members of the Board, shall only be admitted between the hours of 11 a. m. and 4 p. m. in winter, and till 6 p. m. in the summer; or at such other hours as the House Committee may appoint.

4th—Parents or other relatives shall only be allowed to see the children in the presence of the Superintendent or Matron.

XIV.—MEDICAL OFFICERS.

43. There shall be one Physician, and one Surgeon, who shall be appointed by the Board of Directors, at its first meeting after each Annual General Meeting of the Society. The duties expected to be performed by them shall be—to visit the Institution once a week, for the general inspection of the children, and to give the necessary attendance and advice when any of them are sick.

XV.—THE RULES.

44. No alteration of or addition to the preceding Rules shall be made, except upon the recommendation of the Board of Directors, and at the Annual General Meeting of the Members of the Society, or some Special General Meeting duly convened for the purpose.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

HAWKESBURY BENEVOLENT SOCIETY'S ACT AMENDMENT BILL.

REPORT FROM THE SELECT COMMITTEE

ON THE

HAWKESBURY BENEVOLENT SOCIETY'S
ACT AMENDMENT BILL;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
26 April, 1860.

Sydney :

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1860.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES NO. 62. THURSDAY, 16 FEBRUARY, 1860.

23. Hawkesbury Benevolent Society's Act Amendment Bill :—Mr. Parkes having, on behalf of Mr. Dalley, produced the usual Certificate of the payment of the sum of Twenty-five pounds to the Credit of the Consolidated Revenue Fund of the Colony, (*which was omitted to be produced on the first reading on the 10th instant, under a misapprehension of the nature of this Bill,*) moved, pursuant to amended notice standing in the name of Mr. Dalley,—
- (1) That the Hawkesbury Benevolent Society's Act Amendment Bill be referred for the consideration and report of a Select Committee.
- (2.) That such Committee consist of Mr. Arnold,* Mr. Hay, Mr. Plunkett, Mr. Darvall, Mr. Piddington, Mr. Atkinson, and Mr. Dalley.†
- Question put and passed.

* Seat declared vacant, 8 March, 1860.

† Seat declared vacant, 28 February, 1860.

VOTES NO. 81. THURSDAY, 19 APRIL, 1860, A.M.

13. Hawkesbury Benevolent Society's Act Amendment Bill :—Mr. Piddington (*by Consent*) moved, pursuant to notice (No. 4), That Mr. Parkes be added to the Committee on the Hawkesbury Benevolent Society's Act Amendment Bill.
- Question put and passed.

VOTES No. 86. THURSDAY, 26 APRIL, 1860.

3. Hawkesbury Benevolent Society's Act Amendment Bill :—Mr. Parkes, as Chairman, brought up the Report from, and laid upon the Table the Proceedings of, and Minutes of Evidence taken before, the Select Committee on this Bill, together with the Bill, as verbally amended in the Committee.
- Ordered to be printed.
- Mr. Parkes then moved, That the second reading of this Bill stand an Order of the Day for to-morrow.
- Question put and passed.

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1859-60.

HAWKESBURY BENEVOLENT SOCIETY'S ACT AMENDMENT BILL.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, for whose consideration and Report was referred, on the 16th February last, the "*Hawkesbury Benevolent Society's Act Amendment Bill*," beg leave to Report to your Honorable House,—

That they have carefully perused the Bill referred for their consideration, and examined the Solicitor for the Society* (whose evidence will be found appended hereto), and that the Preamble of the Bill having been satisfactorily proved by the evidence of that gentleman, they proceeded with the several clauses of the Bill, in which they found it unnecessary to make any amendment.

And your Committee now beg to lay before your Honorable House the said Bill, with a *verbal amendment*† in the Preamble.

*W. Walker,
Esq., M.P.
† *Vide* "Schedule of Amendments."

HENRY PARKES,

Chairman.

*Legislative Assembly Chamber,**Sydney, 26 April, 1860.*

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

HAWKESBURY BENEVOLENT SOCIETY'S ACT
AMENDMENT BILL.

THURSDAY, 26 APRIL, 1860.

Present:—

MR. HAY, | MR. PARKES,
MR. PIDDINGTON.

HENRY PARKES, ESQUIRE, IN THE CHAIR.

William Walker, Esq., M.P., examined:—

1. *By the Chairman*: You are a Solicitor of the Supreme Court, I believe? Yes.
2. Do you act professionally for the Hawkesbury Benevolent Society? I did; I drew this Bill up and had it placed in the hands of Mr. Dalley.
3. Have you got the original Act of Incorporation before you? Yes.
4. What are the provisions of that Act as to the Society holding freehold property? The sixth section states—"That the members of the said Society shall be, and they are hereby authorised and empowered, by and in the name of the Trustees of the said Society, hereinafter named, or the Trustees thereof, for the time-being, to accept, take, and hold any estate or estates, in lands, tenements, or hereditaments, already granted or hereafter to be granted to them by the Crown, but no other estates, lands, tenements, or hereditaments whatsoever except what may be absolutely required for the purpose of building a house or houses, for receiving the persons to be relieved by the said Society."
5. *By Mr. Piddington*: Is that the whole of that section? Yes.
6. *By the Chairman*: I believe you have held some office in the Society? Yes; I was, until very recently, honorary secretary.
7. And you are also solicitor? Yes.
8. Will you be good enough to state to the Committee the circumstances which render it expedient to alter and amend that section of the Act? The Society have been advised that they cannot hold, under this clause, any lands, except lands granted to them by the Crown, unless such are absolutely required for building a house, as stated by the section. Now it so happens that the Society has a large sum of money—surplus money—which they are desirous to invest on real security, that is, by way of mortgage, but under this clause they are prevented from taking any mortgage, inasmuch as in the way mortgages are now drawn—as I dare say you are aware—there is a conveyance of the lands; the lands are conveyed, subject to redemption. Under this clause they have been advised they cannot accept a mortgage, and therefore they have been precluded from investing their money, by way of mortgage; and it is more particularly to enable the Society to invest their money in that way that they wish to be empowered in the manner provided by this Bill.
9. *By Mr. Hay*: What do the words in the last clause—"either absolutely or on mortgage, or otherwise howsoever"—apply to? That means that they can take an absolute conveyance from a private individual.
10. Then they refer to the preceding words—"to accept, take, and hold"—not to the words "conveyed or granted"? The words—"accept, take, and hold any estate or estates, in lands, tenements, or hereditaments conveyed or granted to them by any person or persons whomsoever, either absolutely or upon mortgage, or otherwise howsoever"—are all taken together. Under these words the Society could hold lands absolutely on mortgage, that is, if they choose to take a simple conveyance they can do so.
11. In fact the last words of the clause qualify the words "accept, take, and hold," not the words "conveyed or granted"? Yes; the Society are to "accept, take, and hold," absolutely, or on mortgage, as circumstances may arise.

W. Walker,
Esq., M.P.

26 April, 1860.

1859.

Legislative Assembly.

NEW SOUTH WALES.

SCHEDULE FOR PUBLIC WORSHIP.

(DESPATCHES AND INSTRUCTIONS RELATING TO.)

Ordered by the Legislative Assembly to be Printed.

RETURN to an *Address* from the Honorable the Legislative Assembly of New South Wales, to the Governor General, dated 8 March, 1859, praying that His Excellency would be pleased to cause to be laid upon the Table,—

“ Copies of all Royal Instructions, or of any Despatches
 “ from Secretaries of State, relating to the appropriation or
 “ distribution of the sum of £28,000, reserved by Schedule
 “ C to Schedule I of the Act of the Imperial Parliament, 18
 “ and 19 Vict., cap. 54.”

(Mr. Piddington.)

SCHEDULE.

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10. Same to the same, referring to the previous Despatch as containing the reason why no order or direction was conveyed by the Royal Instructions of 1850 for the distribution of the Public Worship Fund, and concurring in the arrangement with respect to it suggested in the Minute of the Executive Council of the 5th of August, 1851 (No. 8.) 30 July, 1852, No. 45.	11
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SCHEDULE FOR PUBLIC WORSHIP.

No. 1.

*EXTRACT from the Royal Instructions to His Excellency Sir Charles Augustus Fitz Roy,
as Governor of New South Wales, dated 20th February, 1846.*

“ *Thirty-seventh* —Whereas by an Act of Parliament made and passed in the fifth and sixth year of Our Reign, intituled, “ *An Act for the Government of New South Wales and Van Diemen’s Land,*” it is amongst other things provided, that out of the Revenue Fund of Our said Territory of New South Wales, there shall be payable every year to Us, Our Heirs and Successors, a sum of thirty thousand pounds for defraying the expenses of the several services and purposes under the head of Public Worship, as specified in the Schedule C, annexed to the said Act; and whereas Our Executive Council of Our said Territory, by a certain Resolution adopted by them on the ninth day of June, one thousand eight hundred and forty-five, proposed and advised that the said sum of thirty thousand pounds should be distributed in the manner following, that is to say :—

“ *First*.—That the thirty thousand pounds granted to Her Majesty by Schedule C of the Act of Parliament fifth and sixth Victoria, chapter seventy-six, be divided among the Communions now receiving aid from the Government, under the Colonial Church Act, 7th William IV., No. 3, in proportion to the numbers of their respective members as shewn in the Census Tables of the year one thousand eight hundred and forty-one.

“ *Second*.—That the total amount of stipends granted to any one of the said Communions be limited to five-sixth parts of the sum allotted to it,—it being however understood that the proportions mentioned in this and the preceding paragraph will be temporarily varied, so far as may be necessary, to secure to existing Clergymen a continuance of the salaries which they at present enjoy.

“ *Third*.—That all salaries granted to Ministers of Religion previously to the passing of the Church Act, be held to form a primary charge upon the portions of the thirty thousand pounds assigned to the Communions by whose Ministers those salaries are enjoyed.

“ *Fourth*.—That subject to the reservation contained in the preceding paragraph, the thirty thousand pounds shall be appropriated under the provisions of the Colonial Church Act, 7th William IV., No. 3.

“ *Fifth*.—That any portion of the yearly sum, assigned as aforesaid to any one of the said Communions, which shall remain unexpended at the year’s end, shall be reserved for the benefit of that Communion, and shall be applied to any purpose connected with the Public Worship thereof, which shall be recommended by the head of such Communion, and approved of by the Governor and the Executive Council.”

“ Now, therefore, in exercise of all and every the powers in Us in that behalf vested, We are pleased hereby to sanction, confirm, and ratify the said several recommendations of Our Executive Council, in regard to the distribution of the aforesaid sum of thirty thousand pounds so to be expended for the services and purposes of Public Worship in Our said Territory of New South Wales: And We further direct, that until further orders shall be made in that behalf, the apportionment of the said sum, as recommended by Our said Council for the services and purposes aforesaid, shall be observed and followed by you: Provided always, and We do hereby reserve to Ourselves, Our Heirs, and Successors, full power and authority to modify and explain so much of the recommendations aforesaid as relates to the appropriation of a portion of the said sum of thirty thousand pounds for the support of the Clergy of the Church of England in Our said Territory.”

No. 2.

THE SECRETARY OF STATE FOR THE COLONIES to GOVERNOR SIR CHARLES FITZ ROY.
(No. 192.)

Downing-street,
6 December, 1849.

SIR,

I transmit to you the copy of a letter which has been addressed to me by the Rev. Dr. Geoghegan, submitting the claim of Dr. Goold to a provision for a superior salary as Roman Catholic Bishop at Port Phillip, and advancing a similar claim on his own account as Vicar General of Dr. Goold.

Dr. Goold appears to have been one of the Chaplains on the Establishment of the Sydney District, with the usual salary under the Church Act of £200. There he seems to have been superseded by another Chaplain, and to have proceeded to Port Phillip in the character of Bishop, but without being borne on the establishment of the Colony.

The principle has already been established in the cases of Archbishop Polding and Bishop Wilson in Van Diemen's Land, of granting superior salaries to the heads of the Roman Catholic Churches in those Colonies, but I have informed Dr. Geoghegan that I exercise no control over the distribution of the share of the £30,000 appropriated to religious purposes in New South Wales under Schedule C of the Constitution Act, except that measures adopted on the subject by the local authorities are referred to me for allowance or disallowance. I can therefore only refer the question to you for your opinion.

I have, &c.,

GOVERNOR SIR CHARLES FITZ ROY,
&c., &c., &c.

GREY.

[Enclosure in No. 2.]

London, 63, Paternoster Row,
21st November, 1849.

My Lord,

As the Vicar General of the Right Reverend Dr. Goold, Bishop of the Roman Catholic Church of Port Phillip, I have the honor to bring under your Lordship's earliest consideration the following statement and application.

The Right Rev. Bishop Goold has been canonically constituted the head of the Roman Catholic Church of Port Phillip, since the 6th of August, 1848; up to this period, however, His Lordship has received no stipend or allowance of any kind from the Colonial Treasury. This deficiency lays the Roman Catholic Clergy and community of the district under privation of one of the principal benefits intended by the Colonial Church Act, their Bishop being thus rendered dependent solely on them for his support.

The Most Reverend Archbishop Polding receives for himself £500, and for his Vicar General £200 per annum, in virtue of the Church Act, and for their respective offices. Bishop Goold is the Head of the Roman Catholic Church of Port Phillip, precisely as Archbishop Polding is the head of the Roman Catholic Church of the District of Sydney; and I humbly submit to your Lordship that it is not only equitable, indeed a realization of the intents of the Church Act, which respects equally the districts of Sydney and Port Phillip, but most desirable, as between Her Majesty's Government and her faithful Roman Catholic subjects in so new a Colony, to make provision for Bishop Goold and the office of his Vicar General, similar to the provision made so wisely for Archbishop Polding's Establishment. I therefore beg most respectfully that your Lordship will have the goodness to authorize His Excellency the Governor of New South Wales, to recognize Bishop Goold's claims in this matter, and to issue, under title of the Church Act, stipends accordingly.

I have, &c.,

P. B. GEOGHEGAN,
Vicar General, Melbourne.

The Right Honorable Earl Grey.

No. 3.

PROCEEDINGS of the Executive Council on the 21st May, 1850, relative to a Despatch from the Secretary of State, respecting an application made to him by the Rev. Dr. Geoghegan, in England, for Superior Salaries for the Roman Catholic Bishop and Vicar General in the District of Port Phillip.

Minute No. 50-20. Confirmed 10th June, 1850.

His Excellency the Governor lays before the Council a Despatch from the Secretary of State, respecting an application made to him by the Rev. Dr. Geoghegan, in England, for superior salaries for the Roman Catholic Bishop and Vicar General in the District of Port Phillip.

SCHEDULE FOR PUBLIC WORSHIP.

5

2. His Lordship in this Despatch states that the principle has been already established in the cases of Archbishop Polding and Bishop Wilson, in Van Diemen's Land, of granting superior salaries to the heads of the Roman Catholic Churches in those Colonies; but that he has informed Dr. Geoghagan that he exercises no control over the distribution of the thirty thousand pounds appropriated to religious purposes in New South Wales, under £30,000. Schedule C of the Constitution Act, except that measures adopted on the subject by the local authorities are referred to him for allowance or disallowance. The question is, therefore, referred by His Lordship for the Governor's opinion.

3. The Council do not see any objection in principle to superior salaries being granted to the Roman Catholic Bishop and Vicar General at Melbourne, as they are at Sydney, if the funds to be appropriated under the expected Act of Parliament, providing for the formation of the Port Phillip District into a separate Colony, will admit of the additional charges being made upon them. It should, however, be explained that Dr. Geoghagan is in error in supposing that such salaries can be granted under the Church Act of the Colony, and, as Her Majesty has directed by Instructions issued under the Sign Manual, that the Roman Catholic share of the funds appropriated to purposes of Public Worship shall be applied under the provisions of that Act, the desired salaries cannot be granted without Her Majesty's express authority.

4. The Council accordingly advise that a reply should be made to the Secretary of State to the above effect.

FRANCIS L. S. MEREWETHER,

Clerk of the Council.

*Executive Council Office,**Sydney, 18 June, 1850. No. 50-163.*

No. 4.

THE SECRETARY OF STATE FOR THE COLONIES to GOVERNOR SIR C. A. FITZ ROY.

(No. 212.)

*Downing-street,**22nd December, 1849.*

SIR,

With reference to my Despatch No. 192, of the 6th instant, I transmit to you, herewith, a copy of a further letter from the Reverend Dr. Geoghagan, on the subject of his ^{8 Dec., 1849.} application for a special provision for the Salaries of the Roman Catholic Bishop at Port Phillip, and of his Vicar General.

I have directed that Dr. Geoghagan should be informed that I would authorise you to act upon that application, if you should think it desirable to do so, and should have sufficient funds for that purpose, without incurring the further delay of a reference to this country.

At the same time, it has been pointed out to Dr. Geoghagan, that, so far as I am informed, I am not aware of any special provision being made in any of the Australian Colonies for Vicars General, beyond the salary of an Ordinary Chaplain.

I have, &c,

GOVERNOR SIR C. A. FITZ ROY,
&c., &c., &c.

GREY.

[Enclosure in No. 4.]

*London, 63, Paternoster Row,
8 December, 1849.*

Sir,

I had the honor to receive your letter of the 6th instant, communicating to me Earl Grey's intention of transmitting to the Governor of New South Wales, for his opinion, my application dated 21st ultimo, for the grant of salaries to the Right Reverend Bishop Goold and his Vicar General, conformably with the principle upon which similar salaries are issued to the Most Reverend Archbishop Polding's Ecclesiastical Establishment.

My duty hastens me to request you will have the goodness to lay before Earl Grey my respectful suggestions of an amendment to his Lordship's decision, prior to its despatch to the Colonies;—it is founded on these reasons,—

First, Any surplus, which yet for sometime may rest over the current expenditure of the Roman Catholic apportionment of the £30,000 appropriated to Public Worship

SCHEDULE FOR PUBLIC WORSHIP.

Worship would with certainty be employed, and on missionary objects, inferior in claim to that of Bishop Goold, within the term of eighteen months or upwards, necessary for Earl Grey's proposed purpose.

Secondly, The Governor and Executive Council are invariably confined to the regulations of the Church Act in their strictest technicality; Bishop Goold's case, although in perfect unison with the intent of the Church Act, is a new case, and requires a new rule which the Governor and Executive Council would not consider themselves justified in framing, without authority from Her Majesty's Secretary of State for the Colonies.

In order therefore to meet the exigency of my application, I respectively beg to suggest, that in Earl Grey's Despatch on this subject, his Lordship would be pleased to signify his allowance of the necessary rule, should the Governor and Executive Council deem it equitable to frame it.

I have, &c.,

P. B. GEOGHEGAN,
Vicar General.

Benjamin Hawes, Esq., M.P.,
Colonial Office.

No. 5.

PROCEEDINGS of the Executive Council on the 15th July, 1850, relative to a Despatch from the Secretary of State, respecting a Salary for the Roman Catholic Vicar General at Port Phillip.

Minute No. 50-28. Confirmed 29th July, 1850.

His Excellency the Governor lays before the Council a Despatch from the Secretary of State, in which in compliance with a request to that effect made by the Reverend Dr. Geoghegan, His Lordship authorizes the Governor to act upon that gentleman's application for a salary for the Roman Catholic Vicar General at Port Phillip, should His Excellency think it desirable to do so, and should there be sufficient funds for the purpose without incurring the further delay of a reference to England.

2. It does not appear to the Council that any measures can be taken on this Despatch, as the Governor and Council have no power to grant the salary in question, without the express authority of Her Majesty. The necessity for such an authority was pointed out in their former Minute on the subject, with a view to its being brought under the notice of the Secretary of State.

FRANCIS L. S. MEREWETHER,
Clerk of the Council.

*Executive Council Office,
Sydney, 5th August, 1850. No. 50-215.*

No. 6.

THE SECRETARY OF STATE FOR THE COLONIES to GOVERNOR SIR C. A. FITZ ROY.

*Downing-street,
7 February, 1851.*

(No. 11.)

SIR,

I have received your Despatches, Nos. 124 and 154, of the 6th July and 14th August last, on the subject of the application of the Reverend Dr. Geoghegan for the grant of superior salaries for the Roman Catholic Bishop and Vicar General, in the District of Port Phillip.

You report that the Executive Council saw no objection, in principle, to the grant of superior salaries to the Roman Catholic Bishop and Vicar General, at Melbourne, as at Sydney, if the funds to be appropriated under the recent Act of Parliament, providing for the formation of Port Phillip into a separate Province, should admit of such additional charge being made upon them; but, you add, that the Executive Council consider it necessary to point out, that Dr. Geoghegan was in error in supposing that such salaries can be granted under the Church Act of the Colony, and that, as Her Majesty has directed, by Instructions under the Sign Manual, that the Roman Catholics' share of the funds appropriated to purposes of Public Worship, shall be applied under the provisions of that Act, the desired salaries cannot be granted without Her Majesty's express sanction.

I feel some difficulty in clearly understanding the conclusion at which you and the Executive Council have arrived.

Under

Under the 37th Clause of the Royal Instructions, which were founded on the recommendation of the Executive Council, you are enabled to apply the proceeds of the sum set apart in the Schedule, for the Roman Catholics, in accordance only with the provisions of the Church Act, 7 William IV., No. 3, with the exception of any surplus remaining above the sum necessary for the purposes of that Act. Such surplus you are enabled to appropriate, with the advice of your Council, for general purposes connected with Roman Catholic Public Worship.

I am aware that the Act contains no provision which can be construed into an express authority for paying such higher salaries to the superior Clergy. It would seem, therefore, that if such higher salaries can be given, it can only be out of the surplus appropriable for "general purposes;" but, if so, the Queen's express authority is not requisite, and if this surplus is already anticipated, or for other reasons cannot be so applied, I do not see what directions Her Majesty can give; for it is not in the power of the Crown to increase the fund fixed under the Schedule, or to apply any other fund to the same purpose.

I have, &c.,

GOVERNOR SIR C. A. FITZ ROY,
&c., &c., &c.,
New South Wales.

GREY.

No. 7.

PROCEEDINGS of the Executive Council, on the 17th June, 1851, relative to a Despatch from the Secretary of State, on the subject of the Rev. Dr. Geoghegan's application for the grant of Superior Salaries for the Roman Catholic Bishop and Vicar General in the District of Port Phillip.

Minute No. 51-30. Confirmed, 24 June, 1851.

WITH reference to the Proceedings on the 21st May and 15th July, 1850, His Excellency the Governor General lays before the Council a farther Despatch from the Right Honorable the Secretary of State, on the subject of the application made by the Rev. Dr. Geoghegan for the grant of superior salaries for the Roman Catholic Bishop and Vicar General, in the District of Port Phillip.

2. On the first of the above dates the Council recorded its opinion that there was no objection in principle to superior salaries being granted to the Roman Catholic Bishop and Vicar General at Melbourne, as they are at Sydney, if the funds to be appropriated under the then expected Act of Parliament, providing for the formation of the Port Phillip District into a separate Colony, would admit of the additional charges being made upon them; but it was explained that Dr. Geoghegan was in error in supposing that such salaries could be granted under the Church Act of the Colony; and that as Her Majesty had directed, by Instructions under the Sign Manual, that the Roman Catholics' share of the funds appropriated to purposes of Public Worship should be applied under the provisions of that Act, the desired salaries could not be granted without Her Majesty's express authority.

3. In the Despatch now laid before the Council, Earl Grey states that he feels some difficulty in clearly understanding the conclusion at which the Governor and the Executive Council had arrived; and his Lordship then proceeds as follows:—

"Under the 37th clause of the Royal Instructions, which were founded on the recommendation of the Executive Council, you are enabled to apply the proceeds of the sum set apart in the Schedule for the Roman Catholics, in accordance only with the Church Act, 7 William IV., No. 3, with the exception of any surplus remaining above the sum necessary for the purposes of that Act. Such surplus you are enabled to appropriate, with the advice of your Council, for general purposes connected with Roman Catholic Public Worship." His Lordship adds:—"I am aware that the Act contains no provision which can be construed into an express authority for paying such higher salaries to the superior Clergy. It would seem, therefore, that if such higher salaries can be given, it can only be out of the surplus appropriable for 'general purposes'; but if so, the Queen's
" expre ss

“ express authority is not requisite ; and if this surplus is already anticipated, or for other reasons cannot be so applied, I do not see what directions Her Majesty can give ; for it is not in the power of the Crown to increase the Fund fixed under the Schedule, or to apply any other fund to the same purposes.”

4. In order to afford the explanation desired by Earl Grey in this matter, the Council record their opinion as follows :—

That portion of the entire sum reserved to Her Majesty for purposes of Public Worship, which is allotted to the Roman Catholics, is, by Her Majesty's Instructions, expended under the provisions of the Church Act. That Act does not recognise the payment of superior salaries of the nature now under consideration ; neither is there any surplus of sums available for general purposes, which could be devoted to the object. But as the entire sum reserved by the Act of Parliament is granted unconditionally to Her Majesty for the purposes of Public Worship in this Colony, the Council conceive that it is quite competent to Her Majesty, by an additional Instruction under the Sign Manual, to withhold from the operation of the Church Act such portion of the sums allotted to the Roman Catholics, as the Government and the recognised Authorities of that Church may concur in appropriating in the manner suggested in Dr. Geoghegan's application, or to any other kindred purpose.

This principle has been acted on in the distribution of the portion of funds for Public Worship accruing to the Church of England. The Bishops of the recently established Sees of Newcastle and Melbourne having had superior salaries assigned to them in virtue of special reservation contained in Her Majesty's Instructions.

MICL. FITZPATRICK,
Clerk of the Council.

Executive Council Office,
Sydney, 28 June, 1851. No. 51-165.

No. 8.

PROCEEDINGS of the Executive Council on the 5th August, 1851, with reference to the opinion of the Crown Law Officers on the omission in the Instructions to His Excellency the Governor General, of any Order or Direction as to the appropriation of the Funds for Public Worship.

Extract from Minute of the Executive Council, No. 51-41, dated 5 August, 1851.

REFERRING to the Proceedings on the 24th ultimo, on the subject of the appropriation of the sums reserved to Her Majesty for the purposes of Public Worship in this Colony, by Schedule A, part 3, annexed to the Imperial Act 13 and 14 Victoria, cap 59, with respect to which no order or direction is contained in the Instructions issued to His Excellency the Governor General, on his resumption of the office of Captain-General and Governor-in-Chief of New South Wales, His Excellency now lays before the Council, a letter from the Crown Law Officers, in which they advise that the Queen's Instructions, dated 20th February, 1846, ought, until further Instructions shall have been received, to regulate the distribution by His Excellency of the sums reserved for Public Worship by the Act just referred to.

2. Under this opinion the sums reserved for purposes of Public Worship by the Act 13 and 14 Victoria, cap. 59, will be distributed in accordance with the Instructions issued under the Royal Sign Manual, for the distribution of the sums reserved by the previous Act 5 and 6 Victoria, cap. 76. As however it is possible that the non-issue of a new Instruction on this head was not intentional, the Council advise that His Excellency the Governor General should bring the matter under the notice of the Right Honorable the Secretary of State for the Colonies, in order to ascertain whether it is Her Majesty's pleasure that the allotment of the Funds appropriated to purposes of Public Worship in this Colony should still be based on the Population Returns of 1841.

3. The Council further advise, that in making this reference to the Secretary of State, His Excellency should inform His Lordship, that a Census has been taken for 1851,
the

the accuracy of which there is just as little reason to question as that of the Census of 1846, which was recommended for adoption in the report made to Her Majesty, in May, 1849, by the Committee of the Privy Council on Trade and Plantations.

4. But whether based on the Census of 1846, or on that of 1851, the Council would strongly urge that the arrangement sanctioned by Her Majesty should be a permanent one. On this point the Council entirely concur in the argument used in the Report of the Committee of the Privy Council above referred to.

5. The Council think moreover that in making any such allotment of the Funds reserved for Public Worship, it would be very desirable if the whole of the sums mentioned in Schedule A, part 3, annexed to the Act of Parliament, were appropriated to the payment of Ministers' stipends, using as a Building Fund that portion of the sums accruing from the Church and School Lands (5-7ths) which has hitherto supplemented the sums reserved by the Act of Parliament. This is considered desirable, because the portion allotted to each Communion of the sums reserved in the Schedule is fixed and invariable, and may therefore be pledged for the payment of fixed stipends, whilst the Church and School Fund is of a contingent character, liable to vary every year, and may consequently be more appropriately used as a Building Fund.

6. Before this important alteration however, is finally recommended to Her Majesty's Government, the Council advise that it should be submitted to the Heads of the various Denominations in the receipt of Public Aid, in order that they may have an opportunity of stating any objections that they may entertain to its adoption.

7. Finally, the Council advise that the Head of each such Denomination should be informed of the omission in Her Majesty's Instructions of any Order or Direction to the Governor General, for the appropriation of the sums reserved for purposes of Public Worship in the recent Act of Parliament, and that under the opinion of the Crown Law Officers, His Excellency will act upon the existing arrangement which is based on the Census of 1841.

MICL. FITZPATRICK,
Clerk of the Council.

APPENDIX.

THE HONORABLE THE ATTORNEY GENERAL AND THE SOLICITOR GENERAL to THE HONORABLE THE COLONIAL SECRETARY, *Reporting as to Instructions to His Excellency the Governor General with reference to Money for purposes of Public Worship.*

*Attorney General's Office,
Sydney, 29 July, 1851.*

Sir,

We have the honor to acknowledge the receipt of your letter of yesterday's date, No. 513, stating that His Excellency the Governor General has directed the attention of his Executive Council to the circumstance that, in Her Majesty's Instructions under the Sign Manual, addressed to His Excellency on his resumption of the office of Captain-General and Governor-in-Chief of New South Wales, which were laid before his Council on the 24th June last, no order or direction is contained similar to that inserted in Her Majesty's previous Instructions dated 20th February, 1846, authorizing and empowering the Governor, with the advice of the Executive Council, to appropriate the sums reserved to Her Majesty for the purpose of Public Worship, by Schedule A, Part 3, of the Act of Parliament for the better Government of the Australian Colonies, 13 and 14 Victoria, ch. 59, and requesting our opinion upon this matter.

2. In reply, we have the honor to advise, that the Queen's Instructions, dated 20th February, 1846, ought, until further Instructions shall have been received, to regulate the distribution by His Excellency of the sum reserved for Public Worship in this Colony by the Act of 13 and 14 Vict., ch. 59.

If the question were regarded as one of strict law, it would be competent to the Governor General to appropriate the amount in such manner as he might think fit, without reference either to the Census of 1841 or to that of 1846, or of 1851. The Act of 13 and 14 Vict., ch. 59 (sect 17), simply reserves to Her Majesty the amount specified in the Schedule for the general purpose of "Public Worship," and directs the amount to be paid by the Treasurer of the Colony in discharge of Warrants under the hand and seal of the Governor, and does not specifically require that His Excellency shall receive or obey Instructions from Her Majesty. And as there are no Royal Instructions expressly applicable to the sums reserved under the late Act, His Excellency's legal authority is not fettered by positive injunctions from the Queen.

But we have not here to deal with a mere question of law. The question depends rather upon considerations relating to the political right of Her Majesty and Her Ministers to control the exercise of the Governor's authority in this respect, and in that view the same technical rules which would determine matters of law, are inapplicable here. Therefore, although the Instructions of 1846 in terms relate only to the sums appropriated by the then subsisting Constitution Act of New South Wales, we think that, in the absence of specific Instructions under the New Act, His Excellency ought to be guided entirely by them, in so far as they are now capable of being carried out.

It is indeed to be strongly inferred, from the entire omission to notice the subject in the recent Instructions, that it was deliberately intended that for the present the Instructions of 1846 (*mutatis mutandis*) should be obeyed. This inference we draw principally from the following considerations, namely, That it is highly improbable so important a subject of instruction could have been accidentally overlooked, even were the subject entirely new; that the former Instructions were no doubt under the eye of the Ministers who framed the new ones; and that the subject was distinctly and prominently brought under notice by the Report of the Privy Council, dated 1st May, 1849.

Possibly it may have been considered desirable by Her Majesty's Advisers to await the result of the expected Census for 1851, but it is not for us to speculate upon the considerations which may have influenced them. It is sufficient for us to say that, in our opinion, Her Majesty must be taken to have intended that the Instructions given as to the appropriation of the £30,000 reserved by the Act of 1842, should guide the Governor General as to the distribution of the £28,000 reserved by the Act of 1850, for the same general purpose, within the reduced limits of the Colony.

We have, &c.,

J. H. PLUNKETT,
Attorney General.

The Honorable
The Colonial Secretary.

W. M. MANNING,
Solicitor General.

No. 9.

THE SECRETARY OF STATE FOR THE COLONIES to THE GOVERNOR GENERAL.

(No. 28.)

Downing-street,
26 February, 1852.

SIR,

I have to acknowledge your Despatch No. 154, of the 28th of August last, conveying further explanations, and a Minute of your Executive Council, on the subject of the application of the Reverend Dr. Geoghegan, Bishop and Vicar General in Victoria.

2. I should not have answered this Despatch to yourself, the Province of Victoria now having a separate Administration, but that the subject of your Despatch is of importance to your own Government likewise.

3. The 37th Clause of the Royal Instructions annexed to your former Commission, to which the Executive Council refer, has been omitted from your Instructions of 1850; a fact of which the Council was probably not aware. This was purposely done, in order to leave the discretion of yourself and your Executive Council unrestrained as to the disposal of sums reserved for Religious purposes, except by such directions as you might from time to time receive from Her Majesty's Government, through the Secretary of State.

4. You will, therefore, continue to dispose of the fund in question, as you have hitherto done, as nearly as conveniently may be according to the principle of the Church Act 7 William IV., No. 3. Subject to this principle, I see no objection to the application of Dr. Geoghegan, and shall accordingly direct Lieutenant-Governor Latrobe to accede to it, if in his judgment this can be done without either diminishing what is now allotted to particular Roman Catholic Clergymen, or otherwise inconveniently interfering with the existing distribution of the portion of the fund appropriated to the purposes of the Roman Catholic community.

5. I address a copy of this correspondence to Lieutenant-Governor Latrobe.

I have, &c.,

GREY.

GOVERNOR SIR CHARLES FITZ ROY,
&c., &c., &c.

No. 10.

THE SECRETARY OF STATE FOR THE COLONIES to THE GOVERNOR GENERAL.

(No. 45.)

Downing-street,
30 July, 1852.

SIR,

I have received your Despatch, No. 23, of the 30th January last, in which you advert to the fact that the Instructions under the Royal Sign Manual, addressed to you as Captain-General and Governor-in-Chief of Australia, contain no order or direction for the distribution amongst the various Religious Denominations receiving aid from the Government in New South Wales, of the sums reserved to Her Majesty for purposes of Public Worship, by Schedule A, part 3, annexed to the Act of Parliament for the better Government of the Australian Colonies, 13 and 14 Victoria, cap. 59, and you suggest the mode in which, with the concurrence of the Executive Council, you think that those sums had better be distributed. You have already been informed by Lord Grey's Despatch, No. 28, of the 26th of February last, of the reason why no order or direction upon this subject was conveyed to you by the Royal Instructions.

I concur in the arrangement which you propose, and which may properly be based on the Census of 1851, and I agree with you in thinking that this should be regarded as a final arrangement, not again to be disturbed, unless the Legislature should see fit to interfere by local enactment, according to the powers conveyed by the Constitutional Act with this portion of the Civil List.

I have, &c,

JOHN S. PAKINGTON.

GOVERNOR SIR CHARLES FITZ ROY,
&c., &c., &c.

No. 11.

PROCEEDINGS of the Executive Council on the 12th January, 1853, with respect to the Distribution of the Public Worship Fund.

IN pursuance of the authority conveyed in the Secretary of State's Despatch, No. 45, of the 30th July, 1852, which was laid before them on the 22nd November last, the Council, at the invitation of His Excellency the Governor General, proceed to consider the mode in which the sum reserved to Her Majesty for purposes of Public Worship, by the Imperial Act 13th and 14th Victoria, cap. 59, should be distributed amongst the several Communion receiving aid from Public Funds, and they advise as follows:—

- (1.) In accordance with the rule laid down by this Council in 1845, with respect to the distribution of the £30,000 reserved for purposes of Public Worship by the 5th and 6th Victoria, cap. 76,—which rule was based on an opinion of the Crown Law Officers,—the £28,000 reserved for the like purposes by the 13th and 14th Victoria, cap. 59, will be expended by the Governor General, with the advice of the Executive Council, under the provisions of the Colonial Church Act, 7 Gul. IV., No. 3.
- (2.) The amount reserved by the Act of Parliament cannot of course be exceeded; but on the authority of the legal opinion referred to, the Governor General and Executive can withhold the issue of sums applied for, in pursuance of the provisions of the Church Act, so as to keep the entire expenditure for Public Worship within the amount fixed by the Act of Parliament.
- (3.) The entire sum of £28,000 will be divided into four parts, to be respectively allotted to the four Communion receiving aid from the Government, namely, the Church of England, the Church of Rome, the Church of Scotland, and the Wesleyan Methodist Society.
- (4.) This allotment will be made according to the relative numbers of each of these Communion, as shewn in the Census Returns of 1851, and will not be liable to be disturbed by any future Census.
- (5.) The result of this distribution is shewn in the Table annexed, but it is to be understood that the sum allotted to each Communion is liable to be charged with

- with special salaries to the superior Clergy, in any case in which the Government and the Head of the particular Communion may concur in thinking the allowance of such special salary advisable.
- (6.) The whole of the money so allotted to each Communion will be regarded as a Stipend Fund, leaving claims for building purposes to be satisfied from that portion of the Revenue derived from the Church and School Lands which is available for Church purposes
- (7.) Any balance of the Stipend Fund which may remain at the expiration of any one year, will be appropriated to such purposes (including building purposes, if necessary) as the Government may approve of on the recommendation of the recognised Heads of the different Communions.
- (8.) The rule hitherto existing will still be observed, according to which not more than one-third part of the amount authorised in any case for building purposes will be expended on the Minister's dwelling.
- (9.) At the close of each year it should be ascertained what portion of the Church and School Funds according to the existing division is available for purposes of Public Worship, and the amount should be divided and placed to the credit of the four Communions abovenamed, according to their relative numbers in the Census of 1851. As in the case of the Stipend Fund, any balance that may remain at the end of any one year will be appropriated to such purposes (stipends included) as the Government may approve of on the recommendation of the recognised Heads of Communions.
- (10.) All existing salaries will be preserved intact, but, as vacancies occur, they will be reduced to the standard fixed by the Colonial Church Act.
- (11.) Any sums which have been held in reserve, pending the reference of this question to Her Majesty's Government, as advised on the 17th February of last year, will be added to the general Church balance for 1852, and divided amongst the several Communions according to the proportions indicated in the annexure to this Minute.
- (12.) All claims, whether for stipends or for aid in the erection of buildings which have been duly preferred under the Church Act, but have not hitherto been satisfied for want of adequate funds, will be entertained according to their priority, and in so far as the funds now available will permit. For this purpose the Council desire to be informed of the amounts which according to the present decision will be at the credit of each of the four Communions, as stipend and building funds during the now current year, and also of the authorised charges borne on those amounts respectively.
- (13.) The arrangement now sanctioned should take effect from the 1st January instant.

[Annexure referred to.]

CENSUS OF 1851.

Church of England	...	...	93,137
Church of Scotland	...	...	18,156
Wesleyan Methodists	...	...	10,008
Roman Catholics	...	...	56,899

178,200

C. of E.	= 178,200	: 93,137	:: 28,000	: 14,634	6	5
C. of S.	= 178,200	: 18,156	:: 28,000	: 2,852	15	11
W. M.	= 178,200	: 10,008	:: 28,000	: 1,572	10	6
R. C.	= 178,200	: 56,899	:: 28,000	: 8,940	7	2

178,200

£28,000 0 0

MICL. FITZPATRICK,
Clerk of the Council.

Executive Council Office,
Sydney, 19th January, 1853. No. 53-13.

No. 12.

EXTRACT of a Despatch from the Secretary of State for the Colonies to Governor Sir William Denison, dated 20th July, 1855, enclosing the Constitution Act, 18 and 19 Vic., Cap. 54.

“17. With respect to the Schedule containing the Civil List, as it is popularly termed, although in effect only an enactment withholding certain portions of the regular expenditure of the Colony from being voted in the annual Estimates, Her Majesty’s Government have the fullest reason to recognise the ample nature of the provision therein made; and to admit that the Legislature have acted on a very liberal understanding of the mutual engagements which formed the basis of the present enactment.

“18. It is, however, by no means their wish to enforce on the Colony the observance of the present arrangement as final. They believe it to be of great importance to the political well-being of a community, that certain services of the higher class should be provided for by law, and not subject to annual vote. But they regard this as a subject of strictly local, however high, concern, and they would not be justified in throwing other obstacles in the way of its reconsideration, than what the Local Legislature have themselves thought proper to raise.

“19. But, with respect to the holders of present interests, whether in the salaries or pensions provided for them, Her Majesty’s Government entertain the opinion, in which they do not doubt the concurrence of yourself and the Legislature, that the maintenance of those interests is incumbent on the Crown, in order to keep faith with individuals, and incumbent on the Legislature in due execution of its compact with the Crown. I have therefore to instruct you to reserve for the assent of the Crown any Bill which may affect such interests (those, namely of present incumbents), either in such salaries or pensions, unless, in your discretion, you think proper to negative it.

* * * * *

“21. The only remaining instructions which I have to convey, relate to the introduction of Responsible Government; but it is so evident, from the provisions of the Colonial Bill before me, that your advisers and the Legislature have had fully in view the exigencies of that system, that I am not aware that any special directions are required from myself. You will shortly receive a fresh Commission and Instructions, amended in those particulars which the introduction of that system renders it necessary to change. There need be no delay in bringing the Act into operation, as these documents will arrive in time for the assembling of the new Legislature.”

No. 13.

THE SECRETARY OF STATE FOR THE COLONIES to GOVERNOR SIR W. DENISON.

(No. 23.)

*Downing-street,
8 September, 1855.*

SIR,

In accordance with the intention conveyed to you in my Predecessor’s Despatch, No. 51, of the 20th July, I have the honor to transmit to you herewith, the Queen’s Commission, under the Great Seal, revoking the Commission addressed to you on the 20th September, 1854, and re-constituting you to be Governor of the Colony of New South Wales, together with new Instructions, under Her Majesty’s Sign Manual and Signet, for your guidance in the administration of the Government of that Colony.

I have, &c.,

GOVERNOR SIR W. DENISON,
&c., &c., &c.,
New South Wales.

W. MOLESWORTH.

(The Commission and Instructions referred to in this Despatch were laid before the Legislative Council and printed, on the 19th December, 1855.)

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE PAID CLERGYMEN.

(RETURN IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 29 September, 1859.

RETURN, in part, to an *Order* made by the Honorable the Legislative Assembly of New South Wales, on the 23 September, 1859, for a Return respecting State-paid Clergymen, being,—

“ (1st.) The names of all Clergymen receiving Stipends from
“ the amount appropriated for Public Worship by Schedule C
“ of the Constitution Act.

“ (2nd.) The amount payable to each of such Clergymen for
“ the year 1859.

“ (3rd.) The date from which each such Clergyman has
“ received a Stipend under Schedule C.”

(*Mr. Jones.*)

STATE-PAID CLERGYMEN.

3

1 The names of all Clergymen receiving Stipends from the amount appropriated for Public Worship by Schedule C of the Constitution Act.	2 The amount payable to each of such Clergymen for the year 1859.	3. The date from which each such Clergyman has received a Stipend under Schedule C.
PRESBYTERIAN.		
Rev. John Dougall Sydney	£ 200 0 0	24 November, 1855.
„ James Fullerton do.	200 0 0	do.
„ Robert Blair Hexham	200 0 0	do.
„ William Purves Maitland	200 0 0	do.
„ James B. Laughton Bathurst	150 0 0	do.
„ William McKee Campbelltown	150 0 0	do.
„ William Ross Goulburn	150 0 0	do.
„ William L. Nelson Ipswich	150 0 0	do.
„ James Nimmo Newcastle	150 0 0	do.
„ James Milne Paddington	102 0 0	do.
„ James Coutts Parramatta	150 0 0	do.
„ Thomas Stirton Petersham	150 0 0	3 February, 1856.
„ George Macfee Pitt Town	150 0 0	24 November, 1855.
„ Edward Holland Port Macquarie	150 0 0	do.
„ James S. White Singleton	150 0 0	do.
„ Matthew Adam Windsor	150 0 0	do.
„ Cunningham Atchison Wollongong	150 0 0	do.
„ John McGibbon Wollomooloo	150 0 0	do.
WESLEYAN.		
Rev. Stephen Rabone Parramatta	200 0 0	1 Januar, 1857.
„ Joseph Oram Sydney	150 0 0	1 April, 1856.
„ H. H. Gand Bathurst	150 0 0	do.
„ B. Chapman Maitland	150 0 0	1 January, 1857.
ROMAN CATHOLIC.		
Right Rev. J. B. Polding, &c. Archbishop	800 0 0	24 November, 1855.
Most Rev. H. G. Abbot Gregory Vicar General	300 0 0	do.
Very Rev. John M'Encroe Dean of St. Mary's	100 0 0	do.
„ D. V. M. O'Connell do.	100 0 0	do.
Rev. Jerome Keating Kelso	200 0 0	1 March, 1856.
„ Michael Corish Sydney	200 0 0	do.
„ Patrick Newman do.	200 0 0	16 August, 1859.
„ John Sheridan Surry Hills	200 0 0	1 October, 1857.
„ Michael Brennan Penrith	200 0 0	24 November, 1855.
„ Bernard Murphy Carcoar	200 0 0	do.
„ John Maher Appin	200 0 0	do.
„ John Kenny East Maitland	200 0 0	do.
„ John T. Lynch West Maitland	200 0 0	do.
„ James Hanly Singleton	200 0 0	do.
„ Patrick Hallinan Windsor	200 0 0	do.
„ John Grant Bathurst	200 0 0	do.
„ Peter O'Farrell Liverpool	200 0 0	16 March, 1858.
„ J. P. Roche Campbelltown	200 0 0	24 November, 1855.
„ Richard Walsh Goulburn	200 0 0	do.
„ Michael Kavanagh Queanbeyan	200 0 0	do.
„ Michael McAlroy Yass	200 0 0	1 July, 1857.
„ W. X. Johnson Wollongong	200 0 0	24 November, 1855.
„ Joseph C. Sumner Parramatta	200 0 0	do.
„ Claudius M. Joly Ryde	150 0 0	1 April, 1859.
„ James Phelan Hartley	150 0 0	24 November, 1855.
„ Peter Young Kiama	150 0 0	do.
„ H. Woolfrey Brisbane Water	150 0 0	do.
„ C. V. Dowling Newcastle	150 0 0	do.
„ W. McGinty Ipswich	150 0 0	do.
„ Timothy McCarthy Armidale	150 0 0	do.
„ Peter Powell St. Leonard's	150 0 0	1 January, 1857.
„ Cornelius Twomey Albury	150 0 0	24 November, 1855.
„ Patrick Birch Millendary, late Petersham	150 0 0	1 July, 1857.
„ Patrick Kenyon Petersham	150 0 0	16 July, 1859.
„ Eugene Luckie Raymond Terrace	150 0 0	24 November, 1855.
„ John Rigney Moreton Bay	150 0 0	do.
„ J. J. Therry Balmain	150 0 0	do.
„ Calaghan McCarthy Mudgee	150 0 0	do.
„ Patrick Magennis Berrima	150 0 0	do.

Audit Office, Sydney, New South Wales,
27 September, 1859.

W. C. MAYNE,
Auditor General.

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE-PAID CLERGYMEN.

(RETURN IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 29 November, 1859.

RETURN, in part, to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 23 September, 1859, That there be laid upon the Table of this House,—

“ The names of all Clergymen of the Church of England and Wesleyan Ministers receiving Stipends from the amount appropriated for Public Worship by Schedule C of the Constitution Act; the date of arrival in the Colony of each such Clergymen; and the circumstances, so far as practicable, under which each first received his Stipend.”

(Mr. Jones.)

SCHEDULE.

NO.	PAGE.
1. Statement containing the name, station, date of arrival, and circumstances under which each Clergyman received his Stipend under Schedule C, in the Diocese of Sydney	2
2. Ditto, ditto, ditto, in the Diocese of Newcastle	2
3. The Chairman of the Wesleyans to the Colonial Secretary, enclosing ditto, ditto, respecting the Clergymen of the Wesleyan Methodist Church	3

STATE-PAID CLERGYMEN.

NAME.	STATION.	DATE OF ARRIVAL IN THE COLONY.	CIRCUMSTANCES UNDER WHICH EACH CLERGYMAN FIRST RECEIVED HIS STIPEND UNDER SCHEDULE C.
Church of England.			
<i>Sydney Diocese.</i>			
Right Reverend Fredk. Barker, D.D.	Bishop and Metropolitan Dean of Sydney	May 1855.	<p>The Parishes named in this Return became entitled to Ministers' stipends under the provisions of Sir Richard Bourke's Act, commonly called the Church Act; and such stipends were, in each case, specially granted by the Executive Council, in the order of the registration of the claims.</p> <p>Clergymen were licensed to the respective parishes as the latter thus became legally entitled; and successors were from time to time appointed, as vacancies occurred.</p> <p>The Bishop's stipend of £500 per annum was promised by the Principal Secretary of State for the Colonies in 1847, on the express condition that the Society for the Propagation of the Gospel should provide and invest a sum of money, for the endowment of the See of Newcastle, which should produce the annual interest of two-thirds of the promised £500, namely, — £333 13s. 4d. The principal of was then provided and invested; and with this clear, express arrangement, the appointment of first Bishop to that See was offered to, and accepted by, the present Bishop.</p> <p>With respect to the circumstances under which each clergyman first received his stipend,—in the generality of cases they received them on being appointed to their present cures, either on coming to the Colony as ordained Ministers, or on being ordained by the Bishop.</p>
Very Reverend W. M. Cowper	St. Philip, Sydney	February . . 1836.	
Rev. Robert Allwood	St. James, Sydney	December . . 1839.	
" George King	St. Andrew, Sydney	April 1849.	
" W. H. Walsh	St. Lawrence, Sydney	December . . 1838.	
" G. W. Richardson	Alexandria	July 1855.	
" T. H. Wilkinson	Ashfield	September . 1840.	
" H. D. D. Sparling	Appin	July 1838.	
" Wm. Stack	Balmain	November . . 1837.	
" Thomas Sharpe	Bathurst	December . . 1856.	
" J. S. Hassall	Berrima	March 1848.	
" James Allan	Braidwood	June 1843.	
" E. B. Procter	Bungonia	May 1852.	
" M. D. Meares	Burwood	December . . 1825.	
" A. H. Stephen	Chippendale	December . . 1849.	
" Edward Smith	Campbelltown	July 1838.	
" C. C. Kemp	Camperdown	June 1841.	
" P. G. Smith	Canbury	May 1855.	
" J. A. Burke	Carcoar	July 1856.	
" Henry Tingcombe	Carcoar	March 1846.	
" E. J. Nixon	Camden	July 1857.	
" Thomas Druiitt	Cook's River	June 1849.	
" W. W. Simpson	Cooma	March 1840.	
" G. N. Woodd	Dapto	November . . 1837.	
" Wm. Sowerby	Denham Court, &c.	November . . 1837.	
" D. P. M. Hulbert	Goulburn	June 1857.	
" Edward Rogers	Gunning, Collector	January . . . 1838.	
" G. E. Turner	Holy Trinity	December . . 1838.	
" Wm. Lisle	Hunter's Hill, Ryde, &c.	May 1842.	
" C. F. D. Priddle	Kelso	March 1848.	
" W. F. Gore	Liverpool	June 1843.	
" James Günther	Marsfield	July 1837.	
" George Vidal	Mudgee	June 1840.	
" Thomas Hassall	Mulgoa and Greendale	December . . 1825.	
" R. L. King	Narellan	September . 1847.	
" Thomas Donkin	Parramatta	December . . 1853.	
" Thomas Wilson	Prospect	January . . . 1856.	
" Elijah Smith	Pitt Town	August 1851.	
" A. D. Soares	Penrith and South Creek	May 1856.	
" John Elder	Queanbeyan	June 1840.	
" W. B. Clarke	Richmond	December . . 1839.	
" William Stone	St. Leonard's	January . . . 1842.	
" Thomas Horton	Sutton Forest, &c.	May 1845.	
" H. D. Stiles	Sutton Forest, &c.	December . . 1833.	
" C. F. Brigstocke (deceased)	Windsor	December . . 1838.	
" H. D. H. Garvin	Yass	June 1857.	
" Wellington and Dubbo	Wellington and Dubbo	June 1857.	
<i>Newcastle Diocese.</i>			
Right Reverend W. Tyrrell, D.D.	Bishop of Newcastle	1848. Jan. 16.	
Rev. S. Hungerford	Armidale	1853. Dec. 18, ordained.	
" John Mosely	Brisbane	1833. Dec. 18, ordained.	
" A. E. Selwyn	Clarence River	1852. Dec. 19, ordained.	
" T. L. Dodd	Dungog	1854. Sept. 24, ordained.	
" Arthur Wayn	Dungog	1853. Dec. 18, ordained.	
" Alfred Glennie	Hexham	1850. Feb. 23, ordained.	
" R. T. Bolton	Gosford	1839.	
" Wm. W. Dove	Hexham	1855. Sept. 23, ordained.	
" Robert Chapman	Lower Hawkesbury	1846.	
" R. G. Boodle	Fallbrook, Jerry's Plains	1848. Jan. 16.	
" J. A. Greaves	Morpeth	1857. July 10, licensed.	
" F. W. Addams	Muswellbrook	1846.	
" Thomas O'Reilly	Paterson	1848. Sept. 23, ordained.	
" J. R. Blomfield	Port Macquarie	1851. Mar. 16, ordained.	
" Coles Child	Raymond Terrace	1849. June 2, ordained.	
" James Blackwood	Scone	1850. Sept. 21, ordained.	
" Edward Williams	Singleton	1848. Jan. 16.	
" J. F. R. Whinfield	Tamworth	1848. Jan. 16.	
" J. Thackery	Wollombi	1856. May 19, licensed.	
" Francis D. Bode	West Maitland	1859.	
" F. R. Kemp	Muswellbrook	1850. Sept. 21, ordained.	
" L. Tyrrell	The Macleay	1855. Sept. 23, ordained.	
" G. C. Bode	Lochinvar	1857. Dec. 20, ordained.	
" B. E. Shaw	Glen Innes	1857. Nov. 3, licensed.	
" J. J. Nash	St. John's, Newcastle	1857. Sept. 3.	
" Murrurundi	Murrurundi	1857. Sept. 3.	

STATE-PAID CLERGYMEN.

THE CHAIRMAN OF THE WESLEYAN BODY to THE COLONIAL SECRETARY.

Newtown, 12 October, 1859.

SIR,

I have the honor to enclose the form transmitted to me for filling up, and beg at the same time to offer the following remarks on the subject to which it has reference.

1. It is a fixed Regulation of the Wesleyan Church that its Ministers shall itinerate, they not being allowed (except in extraordinary cases) to remain in the same charge for more than three consecutive years.

2. Owing to this Regulation the names of those Ministers receiving State aid have from time to time been changed, such changes having always been submitted for the approval and sanction of His Excellency the Governor General and the Executive Council for the time being, and in no instance objected to.

3. In order to meet the difficulty arising out of this system, it has been the practice of the Wesleyan Church, for many years, to place the moneys received from the Government to the credit of a common Fund, out of which all cases of necessity in town and country have from time to time been met. This arrangement has not, in any case, been objected to by the Ministers whose stipends were paid by the Government, they having been secured salaries to a higher amount from other sources.

I have, &c.,

STEPHEN RABONE,
Chairman of Wesleyans.

THE HONORABLE
THE COLONIAL SECRETARY.

NAME.	STATION.	DATE OF ARRIVAL IN THE COLONY.	CIRCUMSTANCES UNDER WHICH EACH CLERGYMAN FIRST RE- CEIVED HIS STIPEND UNDER SCHEDULE C.
Wesleyan Methodist Church.			
Rev. H. H. Gaud	Bathurst	1839.	See accompanying Letter.
„ Joseph Oram	Sydney	1849.	
„ Stephen Rabone	Parramatta	1835.	
„ Benjamin Chapman ..	West Maitland .	1847.	

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE-PAID CLERGYMEN.

(FURTHER RETURN IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 24 January, 1860.

FURTHER RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 23 September, 1859, that there be laid upon the Table of this House, —

“ The names of all Roman Catholic Clergymen receiving Stipends
 “ from the amount appropriated for Public Worship by Schedule
 “ C of the Constitution Act; the date of arrival in the
 “ Colony of each such Clergyman; and the circumstances, so
 “ far as practicable, under which each first received his Stipend.”

(Mr. Jones.)

SCHEDULE.

NO.	PAGE.
1. Statements containing the name, station, date of arrival, and circumstances under which each Clergyman of the Roman Catholic Church receives his stipend under Schedule C. ..	2
2. Moderator of the Synod to the Colonial Secretary, stating that the return respecting Clergymen of the Presbyterian Church will be shortly forwarded. 7 January, 1860. ..	2

STATE-PAID CLERGYMEN.

No. 1.

STATEMENTS containing the name, station, date of arrival, and circumstances under which each Clergyman of the Roman Catholic Church receives his stipend under Schedule C.

NAME.	STATION.	DATE OF ARRIVAL IN THE COLONY.	CIRCUMSTANCES UNDER WHICH EACH CLERGYMAN FIRST RECEIVED HIS STIPEND UNDER SCHEDULE C.
ROMAN CATHOLIC CHURCH.			
Most Rev. J. B. Polding.....	Archbishop.....	1835	By special appointment.
Right Rev. H. G. Abbot Gregory....	Vicar General	1835	"
Rev. John M'Encroe	St. Mary's, Sydney....	1830	"
" Jerome Keating	St. Patrick's, Sydney..	1844	Sir R. Bourke's Act.
" Michael Corish	St. Benedict's, Sydney.	1847	"
" Cornelius Twomey	Albury	1851	"
" John Maher.....	Appin	1852	"
" Timothy M'Carthy	Armidale	1852	"
" J. J. Therry	Balmain	1819	Special appointment.
" John Grant	Bathurst	1838	Church Act.
" Patrick Magennis	Berrima	1838	"
" Henry Woolfrey	Brisbane Water	1854	"
" J. P. Roche	Campbelltown.....	1853	"
" Bernard Murphy	Carcoar	1853	"
" Richard Walsh	Goulburn	1838	"
" Peter O'Farrell	{ Hartley..... }	1855	"
" William M'Ginty	{ Liverpool..... }	1834	"
" James Phelan	{ Ipswich	1853	"
" Peter Young	{ Kelso	1843	"
" D. V. M. O'Connell	{ Hartley..... }	1846	"
" Patrick Newman	Kiama	1850	"
" John Kenny	St. Mary's	1835	"
" J. T. Lynch.....	Sydney	1838	"
" John Rigney	East Maitland.....	1838	"
" Calaghan M'Carthy	West Maitland	1838	"
" C. V. Dowling	Moreton Bay	1849	"
" J. C. Sumner	Mudgee	1829	Special appointment.
" Michael Brennan	Newcastle	1835	Church Act.
" Patrick Birch	Parramatta	1836	"
" Michael Kavanagh	Penrith	1855	"
" Eugene Luckie	Petersham	1839	"
" John Sheridan	Queanbeyan	1848	"
" James Hanly	Raymond Terrace	1848	"
" Peter Powell	Surry Hills	1843	"
" Patrick Halinan.....	Singleton	1846	"
" W. X. Johnson	St. Leonard's	1843	"
" Michael M'Alroy	Windsor	1847	"
" Claudius M. Joly	Wollongong.....	1858	"
" Patrick Kenyon	Yass	1856	"
	Ryde	1854	"
	Petersham		"

No. 2.

MODERATOR OF THE SYNOD OF AUSTRALIA to THE COLONIAL SECRETARY.

Sydney, 7 January, 1860.

SIR,

I have the honor to acknowledge receipt of your letter of 6th January, requesting that certain returns called for by your letter of 3rd October, 1859, should be immediately forwarded. I have to state, that at that date I was not Moderator, and was not, until receipt of your letter, aware that these returns had been solicited and not sent in to you. I have already taken steps to collect the information you require, and hope very shortly to transmit to you the required returns.

I have, &c.,

THE HONORABLE
THE COLONIAL SECRETARY.

JOHN DOUGALL,
Moderator Synod Australia.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE-PAID CLERGYMEN.

(FINAL RETURN IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 3 February, 1860.

FINAL RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, on 23 September, 1859, for information respecting State-paid Clergymen, being a Return shewing,—

“The names of all Presbyterian Clergymen receiving Stipends
“from the amount appropriated for Public Worship by Schedule
“C of the Constitution Act; the date of arrival in the Colony
“of each such Clergyman; and, so far as may be practicable
“and in a brief form, the circumstances under which each such
“Clergyman first received his Stipend under the said Schedule.”

(Mr. Jones.)

Moderator of the Synod of Australia to THE COLONIAL SECRETARY.

Sydney, 21 January, 1860.

SIR,

I have the honor to forward to you the Return required by Government of particulars in regard to Presbyterian Ministers in receipt of State Aid, viz., the date of their arrival in the Colony, and the circumstances under which each first received stipend under Schedule C.

I have, &c,

JOHN DOUGALL,

Moderator Synod Australia.

THE HONORABLE

THE COLONIAL SECRETARY.

STATE-PAID CLERGYMEN.

1034

NAME.	STATION.	DATE OF ARRIVAL IN THE COLONY.	CIRCUMSTANCES UNDER WHICH CLERGYMAN FIRST RECEIVED HIS STIPEND UNDER SCHEDULE C.
Rev. John Dougall	St. Andrew's, Sydney	1 February, 1854	{ Selected by deputation from the Synod of Australia, and sent out by General Assembly of the Church of Scotland, to a charge in Sydney; officiated in St. Andrew's Church; formally inducted 6 April, 1854.
„ James Fullerton	Pitt-street, Sydney	3 December, 1837	{ Resigned a charge in Ireland; came out at the instance of the Church of Scotland; received £150 from Secretary of State for the Colonies as passage money; salary paid from date of landing; shortly after complied with Church Act.
„ James B. Laughton	Bathurst	October, 1843	{ Educated for the Church of Scotland; resigned the Rectorship of the Sydney College to assume a charge at Carcoar under the Synod in 1850; in 1851, appointed to Paterson, with Government salary.
„ William McKee	Campbelltown	6 October, 1848	{ Licentiate of Synod of Ulster, in connection with the Church of Scotland; came out with a view to the ministry; appointed to Port Macquarie, with Government salary, in January, 1849; translated to Campbelltown.
„ William Ross	Goulburn	11 November, 1838	{ Sent out by Church of Scotland; passage and outfit paid by Secretary of State for the Colonies; received salary from date of arrival; shortly afterwards appointed to Paterson, after complying with terms of the Bourke Act.
„ Robert Blain	Hinton	3 December, 1837	{ From Synod of Ulster, in connection with Church of Scotland; passage and outfit paid by Secretary of State for the Colonies; received salary from date of landing; after laboring some time in the Hunter District appointed in terms of Bourke Act to a charge at Hinton, with a salary of £200.
„ William L. Wilson	Ipswich	About May, 1853	{ Selected by deputation from the Synod of Australia; sent by Church of Scotland to Ipswich, Moreton Bay; received salary in 1853, on fulfilling the conditions of the Act.
„ William Purves	Maitland	March, 1839	{ Ordained to Port Macquarie in 1839, having complied with the conditions of the Bourke Act, and obtained the number of names entitling to a stipend of £200; transferred to Maitland with same salary; licentiate of Church of Scotland.
„ James Nimmo	Newcastle	March, 1854	{ Selected by a deputation from the Synod of Australia, and sent by the Church of Scotland to the charge of Newcastle; complied with the Act; salary allowed from landing.
„ James Milne	Paddington	March, 1854	{ Selected by a deputation from the Synod of Australia; resigned a charge in Scotland; sent out by the Church of Scotland to charge of Port Macquarie; settled at Paddington, having complied with Bourke Act.
„ James Coutts	Parramatta	1 April, 1849	{ Sent by the Church of Scotland to the charge of St. Andrew's, Parramatta; duly inducted to that charge 22 April, 1849.
„ Thomas Starton	Paterson	— 1851	{ Sent by Church of Scotland for charge of Stroud and Dungog; appointed to the charge of Paterson, with Government salary, in 1856.
„ Edward Holland	Port Macquarie	About May, 1853	{ Formerly Missionary in the West India Islands; came to Australia with a view to the ministry; appointed in 1853 to Port Macquarie.
„ George Macfie	Pitt Town, Portland Head, &c. ..	3 December, 1837	{ Sent by the Church of Scotland; received £150, as passage and outfit, from Secretary of State for the Colonies; salary paid from arrival; appointed to Portland Head, in terms of the Act.
„ James L. White	Singleton	— 1832	{ Educated for the ministry; licensed and ordained by the Synod; and appointed to the charge of St. Andrew's, Singleton, in 1847.
„ John McGibbon	Woolloomooloo	March, 1850	{ Came to the Colony with a view to the ministry; ordained by the Synod to the charge of Woolloomooloo; obtained salary on duly complying with terms of the Act.
„ Mathew Adam	Windsor	About beginning of 1838	{ Appointed by the Church of Scotland, with sanction of Secretary of State for the Colonies; after discharging various ministerial duties, duly received salary under Schedule C at the commencement of 1839.
„ Cunningham Atchison	Wollongong	3 December, 1837	{ Came out along with several mentioned above, on 3 December, 1837; received Government salary from date of landing; shortly afterwards complied with the Church Act.

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(BATHURST.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Inhabitants of Bathurst,—

HUMBLY SHEWETH :—

That your Petitioners are most strongly opposed to the abolition of State Aid to Religion, inasmuch as your Petitioners are firmly of opinion that such a measure would not only be most detrimental to the immediate interests of religion, morality, and public order, but also decidedly inimical to the future welfare of the Colony.

That, in the opinion of your Petitioners, permanent provision should be continued for the due support of the Christian Religion in proportion to the wants of the population, and also made for the population resident in the Bush Districts, and on the Gold Fields.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to take the premises into consideration, and adopt such measures as may be necessary for the permanent support of the Christian Religion in this Colony, and also for the extension of the Ministrations of Religion in the Bush Districts, and on the Gold Fields.

And your Petitioners will ever pray.

[Here follow 128 Signatures.]

Sydney: Thomas Richards, Government Printer.—1859.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(BATHURST.)

Ordered by the Legislative Assembly to be Printed, 16 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of certain Catholics of Bathurst,—

SHEWETH :—

That your Petitioners observe with grief the several propositions now under discussion for the total or partial abolition of that moderate degree of aid by which the Church Act promotes the interests of Religion, in securing a portion of the common funds towards the maintenance of the Ministers of Religion.

That your Petitioners respectfully urge on the consideration of your Honorable House the fact, that an absolute covenant exists between the Government and all those parties who, throughout the Colony, have accepted and fulfilled the terms of the covenant proposed in the said Act.

That the people of New South Wales, in the various Districts, have expended money in building Churches, with full confidence that those Churches were endowed with an annuity from the common funds, and that the Ecclesiastical Authorities of the several Denominations have drawn from their people frequent contributions for building Churches and Ministers' Residences, and have invited from Europe Ministers of Religion, deeming that the public faith was pledged to the permanency of that partial support of a Minister, in perpetuity, which was undertaken by the Church Act.

That your Petitioners have just ground for considering the Clerical Stipends established by the said Act to be Annuities—debts under a covenant—to which the parties are, on one side, the people who build Churches, and on the other side, Her Majesty the Queen, the Imperial Parliament, and the Colonial Government.

That if it were maintained that a limit to the operation of the Church Act was proposed or implied in the Constitution Act, it could be, at most, a limit of the amount of the annuity—£28,000—and not a limit of time determining its duration. The Queen surrendered into the hands of the Colonial Government the disposal of the Waste Lands, and in consideration of such surrender accepted certain sums, to be provided annually, amongst which sums is this for Public Worship; and the very circumstance that a limit of amount alone is stated, authorises clearly the inference that no limit in duration was intended.

That the annuity for Public Worship is as much an integrant part of the Constitution Act as is the annuity for Pensions, and that both of them are similarly and equally protected by the guarantee of public honor.

Your Petitioners, therefore, pray that no withdrawal of State Aid to Religion may take place, but that the provisions of the Church Act may be continued, and confidence in the public faith of New South Wales remain undisturbed.

And they will ever pray, &c.

[Here follow 308 Signatures.]

Sydney: Thomas Richards, Government Printer,—1860.

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(DISTRICT OF MORPETH.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the undersigned Inhabitants of the District of Morpeth,—

SH EWETH :—

That your Petitioners have heard with apprehension that it has been proposed to your Honorable House to amend the Constitution Act, so far as it relates to the provision for Public Worship.

That your Petitioners are of opinion that any steps which would withdraw the grants hitherto made in that behalf would be followed by very disastrous results to the Religion of the Colony.

Your Petitioners would respectfully urge it upon the consideration of your Honorable House, that the present number of Ministers of Religion in New South Wales needs large increase rather than diminution.

That, even with the assistance at present given by the State, it is a matter of great difficulty to procure salaries for any additional Clergymen, although that difficulty is further diminished by voluntary offerings to a considerable amount contributed from districts in which the salaries of the Clergy are provided by the State.

That, if the present aid be withdrawn, those districts which now give assistance to their less favored brethren will require all their contributions for the maintenance of their own Clergy, and will therefore be unable to assist the more destitute districts.

That although some of the originally formed parishes are able to maintain their own Ministers, there are others which would be wholly unable to do so; and in those cases the withdrawal of State Aid would either reduce the Clergy to great destitution, or deprive their districts of the ministrations of Religion which they have long enjoyed.

That the withdrawal of the aid given by the State would also be unjust towards those of the Clergy who have entered the Ministry in this Country with the understanding that their salaries would be provided by the State.

Your Petitioners, therefore, earnestly pray your Honorable House not to assent to any proposition which would withdraw the present grant without giving ample compensation for the same.

And your Petitioners will ever pray.

[*Here follow 239 Signatures.*]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(TOWN AND DISTRICT OF MUDGEE.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled

The humble Petition of the Inhabitants of the Town and District of Mudgee,—

HUMBLY SHEWETH :—

1. That your Petitioners consider the question of State Aid to Religion as one of serious importance, requiring the serious attention of the Legislature.

2. That your Petitioners consider the present provision made by the Colonial Government, for the support of Religious Worship, utterly inadequate for the requirements of the population.

3. That your Petitioners are of opinion that it is most desirable and expedient, for the better government of the Colony, more adequate aid should be afforded for the extension of Religious Ordinances in the scattered towns of the interior, and on the various Gold Fields.

4. That your Petitioners are satisfied that the withdrawal of Government Aid for Ministers' Stipends, either in part or altogether, is premature, considering the scattered state of the Colony.

5. That your Petitioners consider that the most powerful engine which the State can employ to extend civilization, to promote harmony, to secure subordination to legitimate authority, to foster contentedness, to cherish true patriotism, and cultivate all the virtues which should animate and elevate society, is the influence of Religion ; and that, therefore, the State should appreciate the social benefits of Religion by contributing to its support.

Upon these grounds your Petitioners humbly pray your Honorable House will not support any motion for the abolition of State Aid to Clergy.

And your Petitioners, in duty bound, will ever pray.

[*Here follow 447 Signatures.*]

1859.

Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.

(BURWOOD.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the undersigned Members of the Church of England
residing at Burwood, in the Diocese of Sydney,—

RESPECTFULLY SHEWETH:—

1st. That your Petitioners view with much concern the Bill introduced by the Ministry into your Honorable House, for the abolition of State Aid to Religion, the principles of which Bill are, in their opinion, directly at variance with those of good government, which involve the support by the State of true religion and virtue.

2nd. That your Petitioners would observe that the Government considers itself in duty bound to provide for the administration of justice, and for the maintenance of law and good order in this Colony, such duty being founded upon the moral and religious obligations owed by the Government to the community, and that provision is accordingly made by the Civil List, and from the General Revenue of the Colony for these purposes.

3rd. That your Petitioners believe that the advancement and support of Religion are calculated to facilitate the administration of justice and the maintenance of law and good order, and in every way to advance the best interests of the Colony; and that, therefore, provision ought likewise to be made by the Government for the due administration of the ordinances of religion in this Colony.

4th. That your Petitioners believe that the circumstances of a large portion of the people of this Colony are such as render it inadvisable, on the part of your Honorable House, to pass any measure in favour of the abolition of State Aid to Religion, inasmuch as without such aid the scattered population residing in the interior would be deprived of the ordinances of religion.

5th. That taking the premises into consideration, your Petitioners would respectfully and earnestly protest against the passing of the Bill to abolish State Aid to Religion, now before your Honorable House, and humbly intreat that your Honorable House will maintain the Civil List of this Colony in its entirety, and thus secure to its population the religious advantages it has hitherto enjoyed.

And your Petitioners will ever pray.

[Here follow 153 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(RICHMOND.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Adult Members of the United Church of England and Ireland in the District of Richmond, New South Wales,—

HUMBLY SHEWETH :—

1. That your Petitioners observe with feelings of regret that a Bill has been brought before your Honorable House, having for its object the repeal of Schedule C of the Constitution Act, thus abolishing the aid hitherto afforded to the Church of England in the Colony.

2. That your Petitioners earnestly deprecate such a measure as a dereliction of the duty of the Government, contrary to sound policy, tending to degrade the Clergy and diminish their usefulness, as hostile to the interests of Religion, and, consequently, to the well-being of the community generally.

3. That your Petitioners beseech your Honorable House to take these premises into consideration, and that you will refuse your assent to the Bill referred to.

And your Petitioners will humbly pray, &c.

[Here follow 197 Signatures.]

Sydney: Thomas Richards, Government Printer.—1859.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(RICHMOND.)

Ordered by the Legislative Assembly to be Printed, 10 February, 1860.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned adult Members of the United Church of England and Ireland, in the District of Richmond, New South Wales,—

HUMBLY SHEWETH:—

1. That your Petitioners observe with feelings of regret that a Bill has been brought before your Honorable House having for its object the repeal of Schedule C of the Constitution Act, thus abolishing the aid hitherto afforded to the Church of England in the Colony.

2. That your Petitioners earnestly deprecate such a measure as a dereliction of the duty of the Government—contrary to sound policy—tending to degrade the Clergy and diminish their usefulness—as hostile to the interests of Religion, and consequently to the well-being of the community generally.

3. That your Petitioners beseech your Honorable House to take these premises into consideration, and that you will refuse your assent to the Bill referred to.

And your Petitioners will ever pray, &c.

[*Here follow 197 Signatures.*]

Sydney: Thomas Richards, Government Printer.—1860.

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(PARISH OF ST. JOHN, CAMDEN.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The humble Petition of the undersigned Members of the Church of England,
resident in the Parish of St. John, Camden,—

SHEWETH :—

That your Petitioners view with alarm and disapprobation the proposal to abolish the aid given by the State towards the support of Religion in this Colony. They are of opinion that in the less populous districts of the interior it will be found impossible to raise, by voluntary subscription, even a moiety of the sum required for this purpose. They hold that it is not expedient to make the Minister of Religion dependent on his flock, not solely for the oft-repeated reason that he is thus directly influenced to speak only "smooth things," but because it will be found, in practice, that to obtain the means of living the Minister must himself be a collector, and that, consequently, the man who is ashamed to beg will starve, while he who is unscrupulous and unfaithful will prosper.

They are further of opinion that even a general sustentation fund would not, under existing circumstances, cure this defect; for they fear that, possessing no proper Synodal action, the Church of England could not, at present, distribute satisfactorily funds raised for Church purposes.

For these reasons your Petitioners pray that your Honorable House will refuse your assent to the Bill for the Abolition of State Aid, which is now under consideration.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 47 Signatures.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(CAMDEN.)

Ordered by the Legislative Assembly to be Printed, 3 April, 1860.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Inhabitants of Camden,—

HUMBLY SHEWETH:—

That the provisions of the Constitution Act in reference to the public support of religion under Schedule C ought to be forthwith abolished, because—

1. The support of so many and conflicting forms of the Christian religion tends to latitudinarianism, recognising as it does an equal claim for the upholding of error as of truth.

2. It involves the admission of a grave fallacy, namely, that the Christian religion is incompetent to commend itself to the confidence and proper support due to its administration.

3. That, as a consequence, the artificial support that is given has a tendency to repress Christian effort, and encourages, both in theory and practice, a manifest antagonism and violation of Christian principles.

Your Petitioners, therefore, pray that the existing laws may be abolished.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 60 Signatures.]

Sydney : Thomas Richards, Government Printer.—1860.

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(EAST MAITLAND.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the Inhabitants of East Maitland,—

SHEWETH:—

That your Petitioners have heard with apprehension that it has been proposed to your Honorable House to amend the Constitution Act, so far as it relates to the provision for Public Worship.

Your Petitioners are of opinion that any step which would withdraw the grants hitherto made in that behalf would be followed by very disastrous results to the Religion of the Colony.

Your Petitioners would respectfully urge it upon the consideration of your Honorable House, that the present number of Ministers of Religion in New South Wales needs large increase rather than diminution.

That, even with the assistance at present given by the State, it is a matter of great difficulty to procure salaries for any additional Clergy, although that difficulty is in some measure diminished by voluntary offerings to a considerable amount contributed from districts in which the salaries of the Clergy are provided by the State.

That, if the present aid be withdrawn, those districts which now give assistance to their less favored brethren will require all their contributions for the maintenance of their own Clergy, and will therefore be unable to assist the more destitute districts.

That although there are some of the originally formed parishes which are able to maintain their own Ministers, there are others which would be wholly unable to do so; and in these cases the withdrawal of the State Aid would either reduce the Clergy to great destitution, or deprive the districts of the ministrations of Religion which they have long enjoyed.

That the withdrawal of the aid given by the State would also be unjust towards those of the Clergy who have entered the Ministry in this Colony with the understanding that their salaries would be provided by the State.

Your Petitioners, therefore, pray your Honorable House not to assent to any proposition which would withdraw the present grant without giving ample compensation for the same.

And your Petitioners will ever pray, &c.

[Here follow 80 Signatures.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(EAST MAITLAND, DAGWORTH, &c.)

Ordered by the Legislative Assembly to be Printed, 17 February, 1860.

WE, the undersigned Catholic Inhabitants of East Maitland, Dagworth, Louth Park, Morpeth, Hinton, and Seaham, with profound respect present this Petition to the Legislative Assembly of New South Wales, praying the Honorable House not to abolish the aid hitherto given to the different denominations for religious purposes, but to continue the same.

We consider it unwise and inexpedient, at the present juncture, to deprive Religion in this summary manner, of the small help allowed by the Government for so many years, and the more so as Sir Richard Bourke's Church Act has worked so well and beneficially, making light the obligations of the people, supporting Religion with decency, respect, dignity, and preventing undue preference.

It would, your Petitioners are convinced, be a great hardship in most places, if the congregations be deprived of this help, because they are not in a position to support the Clergyman, as becomes his state, and at the same time to erect Churches, Schools, Presbyteries, &c. The population, as yet, in our opinion, is very fluctuating, changing from one place to another, not sufficiently fixed and settled to warrant the withdrawal of this aid.

That which is usually termed State Aid we consider it is no more than the just rights of the community at large, because the different denominations contribute towards the Revenue of the State, and therefore, why should not their religious wants be supplied in proportion to their numbers, as well as any other requirement? So that, strictly speaking, by this arrangement, the Legislature only disburses to each denomination what the denomination has raised towards its own support, and thus there can be no question about contributing towards the support of error.

We are convinced, in the event of the aid being withdrawn from the Churches, that learned and pious Clergymen will not be procurable, and then disorder and license must necessarily follow. Further, we are of opinion that so far from it being economical to make this retrenchment, it will increase the public expenditure in various ways, which could be shewn, and involve the Government in much trouble.

We therefore pray that your Honorable House, taking all these arguments into favorable consideration, will not make so large a concession to what is but a fraction of the population, but may deem it wise and most expedient to continue and confirm the Act in favor of State Aid, in all its integrity.

[Here follow 408 Signatures.]

Sydney: Thomas Richards, Government Printer, -1860.

1859-60.

Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.
(EAST MAITLAND AND SUBURBS.)

Ordered by the Legislative Assembly to be Printed, 24 April, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Inhabitants of East Maitland and its Suburbs,—

RESPECTFULLY SHEWETH:—

That the mode of applying State Revenues to the support and propagation of religious and ecclesiastical systems, in use in this Colony, is contrary to the nature of religious truth and destructive of its free operation, since it maintains the most palpable contradictions, and thus unsettles both belief and practice.

That, for this reason, the system is decidedly immoral, and ought to be abolished.

That it is as inexpedient as it is immoral, since it takes away the motives for that liberality in support of religion which is everyone's personal duty and privilege; and thus deprives religion of its true and legitimate resources.

That it is found to be utterly inefficient in the work of instructing the people, leaving them in a very large degree under the worst forms of ignorance and vice, though it has now been so long tried. The evidence of this is found on every side.

That true religion wants no such support, being, when rightly cherished, abundantly able to supply motives for its own propagation in the high and self-denying generosity it inspires, and that every artifice to support religion, without these motives, is only a dangerous deception.

That, for these and many other reasons, equally strong, but too numerous to be mentioned here, your Petitioners cannot but feel that the time is fully come for the total abolition of every form of State aid to religion in this Colony. In its main principles they approve of the Bill now before your Honorable House relating to this subject.

And your Petitioners most respectfully entreat your Honorable House to pass the said Bill unchanged in principle, and only with such alterations in the details as may be deemed necessary for equity to existing incumbents.

And your Petitioners will ever pray, &c.

[Here follow 47 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(PETITION FROM SINGLETON AGAINST.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned inhabitants of Singleton and its neighbourhood,—

HUMBLY SHEWETH:—

That whereas a system of so-called Religious Endowments, totally at variance with Bible Truth, is in existence in the Colony—said system maintaining and extending conflicting and mutually distinctive creeds; and whereas it is manifestly absurd, viewing the system simply in the light of reason, for a Legislature to support antagonisms (or to build up with one hand what the other pulls down); and whereas the non-necessity of State Aid is proved by the existence and extension of religious ordinances throughout the Colony independently of such aid; and whereas true religion is valued supremely by all who know its power; and whereas Churches in their corporate capacity, if not dead to its vitality are able to maintain and promote it according to their respective creeds, without continuing the glaring injustice of receiving State Aid at the expense of many in the Colony who maintain and extend religious ordinances at their own expense, it is their conviction that, in the present state of the Colony divided by so many religious sects, it is inexpedient, impolitic, and prejudicial to truth for the Government to continue its aid from the public funds to the Religious Bodies now receiving it, or bestow it upon any others until something like Christian unity begin to dawn upon the Colony, and it is their earnest desire that State Aid to Religious Denominations be withdrawn.

And your Petitioners will ever pray.

[Here follow 61 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(SINGLETON AND ITS NEIGHBOURHOOD.)

Ordered by the Legislative Assembly to be Printed, 20 October, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Inhabitants of Singleton, and its neighbourhood,—

RESPECTFULLY SHEWETH :—

That we, being deeply impressed with the present necessity of a certain stipend to be paid by the State to the Ministers of our Faith, most respectfully solicit that the provision made in Schedule C be granted in its integrity, and that no alteration be made which will invalidate the limited means of support guaranteed to the present incumbents, on the faith of which they have devoted their lives to the service of God.

And your Petitioners will ever pray, &c.

[Here follow 87 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(WEST MAITLAND.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable Legislative Assembly of New South Wales, in Council assembled.

The Petition of the undersigned Inhabitants of the Town of West Maitland,—

HUMBLY SHEWETH:—

That we have heard with apprehension that it has been proposed to your Honorable House to amend the Constitution Act, so far as it relates to the provision for Public Worship.

Your Petitioners are of opinion that any step which would withdraw the grants hitherto made in that behalf would be followed with very disastrous results to the Religion of the Colony.

Your Petitioners would respectfully urge it upon the consideration of your Honorable House, that the present number of Ministers of Religion needs large increase rather than diminution.

That, even with the assistance given by the State, it is a matter of great difficulty to procure salaries for any additional Clergy, although that difficulty is further diminished by voluntary contributions to a considerable amount from districts from which the salaries of the Clergymen are provided by the State.

That, if the present aid be withdrawn, those districts which now give assistance to their less favored brethren will require all their contributions for the maintenance of their own Clergy, and will therefore not be enabled to assist the more destitute districts.

That although there are some of the originally formed parishes which are able to maintain their own Ministers, there are others which would be wholly unable to do so; and in those cases the withdrawal of State Aid would either reduce the Clergy to great destitution, or deprive the districts of the ministrations of Religion which they have long enjoyed.

That the withdrawal of the aid given by the State would also be unjust towards those of the Clergy who have entered the Ministry in this Country with the understanding that their salaries would be provided by the State.

Your Petitioners, therefore, pray your Honorable House not to assent to any proposition which would withdraw the present grant without giving ample compensation for the same.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 73 Signatures.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(WEST MAITLAND.)

Ordered by the Legislative Assembly to be Printed, 17 February, 1860.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Roman Catholics, residing within the District of West Maitland,—

HUMBLY SHEWETH :—

That your Petitioners have heard with pain that it is proposed to withdraw State Aid from the different religious denominations now receiving it throughout the Colony.

That your Petitioners cannot view such withdrawal otherwise than a violation of the compact, which induced the various congregations to comply with the conditions of what is generally styled "Sir Richard Bourke's Church Act," that compact implied permanent support to the Clergymen, who would with the approbation of their ecclesiastical superiors be employed in ministering to the spiritual wants of the said congregations.

That your Petitioners are firmly impressed with the conviction that the withdrawal of State Aid would, in the present state of the Colony, militate against the interests of religion by withdrawing her ministrations from many localities, and by placing the Clergymen in a dependant and humiliating position.

Your Petitioners therefore respectfully and confidently hope that your Honorable House will take the foregoing premises into favorable consideration, and adopt such measures as will give stability and permanency to Schedule C, which is a debt at once due to the Imperial Government, and the heads of the different denominations who have complied with the conditions of the Church Act.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 493 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.
(WEST MAITLAND.)

Ordered by the Legislative Assembly to be Printed, 3 April, 1860.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Inhabitants of West Maitland,—

SHEWETH:—

That your Petitioners have heard, with much gratification, that a Bill has been introduced into your Honorable House for the abolition of the system of religious endowment which obtains in this Colony.

That this system, supporting as it does opposite creeds, is evidently open to the objection that it affords support to error.

That, while it is sinful, it is also highly impolitic, on the part of a community to provide for the maintenance and diffusion of error, inasmuch as religious error, especially under its more aggravated forms, ever exerts a baneful influence on moral character, and thus on national prosperity.

That the support of antagonistic and mutually destructive forms of religion is evidently unreasonable, and involves a wasteful expenditure of the public money.

That the existing system must necessarily, from its character, be injurious to the interests of religion on the part of denominations that accept it; and that, at the same time, it seriously obstructs the exercise of Christian liberality. May it therefore please your Honorable House to take the premises into your consideration, and to abolish the existing system of endowment.

And your Petitioners will ever pray.

[Here follow 177 Signatures.]

1859.

Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.
(HEXHAM AND MOUNT VINCENT.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Council assembled.

The Petition of the undersigned Members of the Church of England of the United
Parishes of Hexham and Mount Vincent,—

HUMBLY SHEWETH:—

That we have heard with apprehension that it has been proposed to your Honorable House to amend the Constitution Act, so far as it relates to the provision for Public Worship.

Your Petitioners are of opinion that any step which would withdraw the grants hitherto made in that behalf would be followed by very disastrous results to the Religion of the Colony.

Your Petitioners would respectfully urge it upon the consideration of your Honorable House, that the present number of Ministers of Religion in New South Wales needs large increase rather than diminution.

That, even with the assistance given by the State, it is a matter of great difficulty to procure salaries for any additional Clergy, although that difficulty is further diminished by voluntary contributions to a considerable amount from districts in which the salaries of the Clergymen are provided by the State.

That, if the present aid be withdrawn, those districts which now give assistance to their less favored brethren will require all their contributions for the maintenance of their own Clergy, and will not therefore be able to assist the more destitute districts.

That although there are some of the originally formed parishes which are able to maintain their own Ministers, there are others which would be wholly unable to do so; and in those cases the withdrawal of State Aid would either reduce the Clergy to great destitution, or deprive their districts of the ministrations of Religion which they have long enjoyed.

That the withdrawal of the aid given by the State would also be unjust towards those of the Clergy who have entered the Ministry in this Country with the understanding that their salaries would be provided by the State.

Your Petitioners, therefore, pray your Honorable House not to assent to any proposition which would withdraw the present grant without giving ample compensation for the same.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 52 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.
(BRISBANE WATER.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Council assembled.

The Memorial of the undersigned Members of the United Church of England and Ireland, and other residents in the District of Brisbane Water, favorable to the continuance of State Aid to Ministers of Religion,—

HUMBLY SHEWETH:—

That your Memorialists, observing that a Bill has been introduced into the Legislative Assembly, having for its object the repeal of that portion of the Constitution Act which provides for the maintenance of Public Worship, beg respectfully to express their disapproval of such a measure, considering that as contributors, individually and collectively, to the Public Revenue of the Colony, they are entitled to a fair proportion of such Public Funds for the support and maintenance of the Ministers of Religion, and also that the present mode of paying the stipends of the Clergy from the Colonial Treasury is far more satisfactory, and more in accordance with the feelings and wishes of both Clergy and Laity generally, than that of leaving the Clergy solely dependent on the voluntary support of their respective congregations.

Your Memorialists also feel assured that the withdrawal of State Aid to Religion could not fail of producing much serious evil throughout the Colony, especially in the thinly populated and poorer districts, where the people would be left wholly destitute of the ministrations of Religion.

Your Memorialists, therefore, humbly pray that your Honorable House will not give your sanction to any measure for the abolition of the provision heretofore made for the maintenance of Public Worship, unless some ample compensation be made in lieu of such provision.

And your Memorialists, as in duty bound, will ever pray.

[Here follow 127 Signatures.]

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1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(BRISBANE WATER.)

Ordered by the Legislative Assembly to be Printed, 17 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Inhabitants of the District of Brisbane Water,—

SHEVETH:—

That it is with the deepest regret they have heard of the intended withdrawal of State Aid from the Ministers of Religion.

That they regret it for many reasons; but the principal ones are,—

First—It tends to destroy in the minds of the rising generation the deep-rooted conviction we ourselves possess, viz., that religion and morality are not only “the one thing necessary” for a happy future, but that they ought to shed their influence on our every-day concerns, and that no Government or people can be happy or prosperous without them.

Should those who have unfortunately introduced the Bill for the abolition of State Aid to Religion succeed, they will tell our children, in unmistakeable terms, that, after all, religion and morality are but matters of secondary consideration.

Secondly—We consider that in the fluctuating state of this and every other young Colony, the continual migration of its inhabitants from one part to another, especially in the country districts, would oblige the Ministers of Religion to have recourse to some secular employment in order to procure the means of subsistence; their time would be divided between their care of souls and the world, and their people but half cared for, whilst the respect their sacred character ought necessarily command would be lost sight of; and we need not remind your Honorable House that once these hallowed barriers are thrown down, a flood of immorality will be only the terrific harbinger of infidelity, and that the trifle now allowed by Government for the support of Religion will then serve but little towards stemming the torrent.

We therefore pray and beseech your Honorable House will, for the sake of ourselves and our children, for the sake of our temporal and eternal welfare (as also that the guidance of Heaven might preside in your Councils), continue to be the defenders of religion and morality, and consequently the supporters of its ministers.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 150 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(DISTRICT OF PATERSON.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the Inhabitants of the District of Paterson,—

SHEWETH:—

That your Petitioners have heard with apprehension that it has been proposed to your Honorable House to amend the Constitution Act, so far as it relates to the provision made for Public Worship.

Your Petitioners are of opinion that any step which would withdraw the grants hitherto made in that behalf would be followed by very disastrous results to the Religion of the Colony.

Your Petitioners would respectfully urge it upon the consideration of your Honorable House, that the present number of Ministers of Religion in New South Wales needs larger increase rather than diminution.

That, even with the assistance at present provided by the State, it is a matter of great difficulty to procure salaries for any additional Ministers, although that difficulty is in some measure diminished by the voluntary offerings contributed from those districts in which the salaries of the Clergy are provided by the State.

That, if the present aid be withdrawn, those districts which now give assistance to their less favored brethren will require all their contributions for the maintenance of their own Ministers, and will therefore be unable to assist the districts at present unaided by the State.

That although some of the originally formed parishes may, perhaps, be able to maintain their own Ministers, there are other districts which would be wholly unable to do so; and in those cases the withdrawal of that Aid would either reduce the Clergy to great destitution, or deprive these districts of the ministrations of Religion which they have long enjoyed.

That the withdrawal of aid given by the State would also be unjust towards those of the Clergy who have entered the Ministry in this Colony with the understanding that their salaries would be provided by the State.

Your Petitioners, therefore, earnestly pray your Honorable House not to assent to any proposition which would withdraw the present grant without giving ample compensation for the same.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 257 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(UPPER DISTRICT OF PATERSON.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly, in Parliament assembled.

The humble Petition of the Inhabitants of the Upper District of Paterson,—

SHEWETH:—

That your Petitioners have heard with apprehension that it has been proposed to your Honorable House to amend the Constitution Act, so far as it relates to the provision for Public Worship.

Your Petitioners are of opinion that any step which would withdraw the grants hitherto made in that behalf would be followed by very disastrous results to the Religion of the Colony.

Your Petitioners would respectfully urge it upon the consideration of your Honorable House, that the present number of Ministers of Religion in New South Wales needs large increase rather than diminution.

That, even with the assistance at present given by the State, it is a matter of great difficulty to procure salaries for any additional Clergy, although that difficulty is in some slight degree diminished by voluntary offerings contributed from districts in which the salaries of the Clergy are provided by the State.

That, if the present aid be withdrawn, those districts which now are enabled to give assistance to their less favored brethren will require all their contributions for the maintenance of their own Clergy, and will therefore be unable to assist the districts at present unaided by the State.

That although some of the originally formed parishes may now be able to maintain their own Ministers, there are others which would be wholly unable to do so; and in those cases the withdrawal of the State Aid would either reduce the Clergy to great destitution, or deprive their districts of the ministrations of Religion which they have long enjoyed.

That the withdrawal of the aid given by the State would also be unjust towards those of the Clergy who have entered the Ministry in this Colony with the understanding that their salaries would be provided by the State.

Your Petitioners, therefore, earnestly pray your Honorable House not to assent to any proposition which would withdraw the present grant without giving ample compensation for the same.

And your Petitioners, as in duty bound, will ever pray.

Here follow 273 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(PORT STEPHENS.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Members of the Church of England and others of the District of Port Stephens,—

HUMBLY SHEWETH :—

That your Petitioners have heard with apprehension that it has been proposed to your Honorable House to amend the Constitution Act, so far as it relates to the provision for Public Worship.

That your Petitioners are of opinion that any step which would withdraw the grants hitherto made in that behalf would be followed by very disastrous results to the Religion of the Colony.

Your Petitioners would respectfully urge it upon the consideration of your Honorable House, that the present number of Ministers of Religion in New South Wales needs large increase rather than diminution.

That, even with the assistance given by the State, it is a matter of great difficulty to procure salaries for any additional Clergy, although that difficulty is further diminished by voluntary contributions to a considerable amount from districts in which the salaries of the Clergy are provided by the State.

That, if the present aid be withdrawn, those districts which now give assistance to their less favored brethren will require all their contributions for the maintenance of their own Clergy, and will therefore not be enabled to assist the more destitute districts.

That although some of the originally formed parishes are able to maintain their own Ministers, there are others which would be wholly unable to do so; and in those cases the withdrawal of State Aid would both reduce the Clergy to great destitution, and also deprive the districts of the ministrations of Religion which they have long enjoyed.

That the withdrawal of the aid given by the State would also be unjust towards those of the Clergy who have entered the Ministry in this Country with the understanding that their salaries would be provided by the State.

Your Petitioners, therefore, pray your Honorable House not to assent to any proposition which would withdraw the present grant, or that your Honorable House would grant such relief as the circumstances of the case may require.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 103 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.
(MURRURUNDI.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.
The Petition of the undersigned Inhabitants of the Town and District of
Murrurundi,—

HUMBLY SHEWETH :—

That your Petitioners have learnt, with deep regret, that a Bill has been introduced into your Honorable House, to withdraw the Grant which for years has been made towards the furtherance of Religion in New South Wales.

That your Petitioners believe the withdrawal of the said Grant will materially injure the progress of Religion in the Colony, and, in a great measure, deprive the country districts of the ministrations of Religion.

That your Petitioners are of opinion, that the existing appropriation of the Grant in aid of Religion requires remodelling as soon as circumstances will permit, in order that distant and thinly peopled districts may have a larger and more direct participation of the Government Grant than at present; and your Petitioners respectfully submit that, in the event of State Aid being withdrawn, many parts of the Colony must, for years to come, be destitute of that moral and religious culture so essential to the well-being of any people, while directly or indirectly the entire Colony must suffer.

Your Petitioners, therefore, humbly pray your Honorable House may be pleased to take these premises into favorable consideration.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 162 Signatures.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(MURRURUNDI.)

Ordered by the Legislative Assembly to be Printed, 3 April, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Inhabitants of Murrurundi,—

HUMBLY SHEWETH:—

That your Petitioners hail with satisfaction the measure now introduced into your Honorable House, by the Government, for the abolition of the system of State Aid to Religion in this Colony.

That, although your Petitioners cordially approve of the abolition of State aid, as proposed, they desire to guard themselves against countenancing so grave an error as that of viewing the amounts proposed by the Bill, to be paid to the Clergy, as compensation money, and not rather as the free gifts of a generous public. To regard it as compensation would appear to imply that the provisions of any law, once enjoyed, became in virtue thereof, permanent, or that its repeal was only fairly to be had by purchase—by compensation, as it is called.

That, although your Petitioners are of opinion that the amounts proposed to be paid are excessive, and that payment, in any measure, is an act of generosity and not of obligation to the Clergy, or rather the congregations receiving public money for the last twenty years, yet deem it expedient, for the public welfare and for the interests of religion, to secure the extinction of the system, as proposed in the Bill, by making liberal concessions and great sacrifices.

Praying that your Honorable House will take these premises into favorable consideration, and duly pass the measure now before it into law.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 18 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(TOWN AND POLICE DISTRICT OF SCONE.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of the Colony of New South Wales, in
Parliament assembled.

The Petition of the Inhabitants of the Town of Scone and the Police District
thereof,—

HUMBLY SHEWETH:—

That a Bill is now before your Honorable House, having for its object the ultimate withdrawal of the present grant of twenty-eight thousand pounds from the Treasury, towards the support of Public Worship in this Colony.

That your Petitioners believe that this Bill, if passed, will materially injure the cause of Religion in this Colony.

That your Petitioners believe that it will be impossible to extend the blessings of Religion to the remote Districts of the Colony without assistance from the Public Revenue.

That your Petitioners know that great difficulties have been experienced on various occasions in raising even small sums to supplement the present grants to the Districts, and that this difficulty is found to be greater wherever the population is small or widely dispersed.

That your Petitioners therefore humbly pray that your Honorable House will not pass the aforesaid Bill which has for its object the ultimate withdrawal of the present grant of twenty-eight thousand pounds towards Public Worship.

And your Petitioners, as in duty bound, shall ever pray.

[*Here follow 120 Signatures.*]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(PETITION FROM SCONE.)

Ordered by the Legislative Assembly to be Printed, 9 December, 1859.

To the Honorable the Legislative Assembly of the Colony of New South Wales, in Parliament assembled.

The Petition of the Inhabitants of the Town of Scone and the Police District thereof,—

HUMBLY SHEWETH:—

That a Bill is now before your Honorable House, having for its object the ultimate withdrawal of the present grant of twenty-eight thousand pounds from the Treasury, towards the support of Public Worship in this Colony.

That your Petitioners consider that this Bill, if passed, will materially injure the cause of religion in this Colony.

That your Petitioners believe that it will be impossible to extend the blessings of religion to the remote districts of the Colony without assistance from the Public Revenue.

That your Petitioners know that great difficulty has been experienced on various occasions in raising even small sums to supplement the present grants to the districts, and that this difficulty is found to be greater wherever the population is small or widely dispersed.

That your Petitioners, therefore, humbly pray that your Honorable House will not pass the aforesaid Bill, which has for its object the ultimate withdrawal of the present grant of twenty-eight thousand pounds towards Public Worship.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 95 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(LOWER HAWKESBURY AND MACDONALD RIVER.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The humble Petition of the undersigned Inhabitants of the Lower Hawkesbury and Macdonald River,—

SHEWETH:—

That your Petitioners have learnt with much surprise and regret that a Bill is about to be brought forward in your Honorable House, to abolish State Aid to Religion.

That your Petitioners—considering the scattered population of a great portion of this Colony, which renders combined operation for all purposes, moral, philanthropic, or religious, in the present state of this extensive Colony, most difficult, impracticable, and almost impossible—view this measure as most dangerous to the well-being of this Colony, and to the moral, intellectual, and religious advancement of the rising generation.

That your Petitioners consider that the promotion of religious teaching is a much more certain preventative of crime than any other measure which can be adopted to secure the peace and good order of society; and that this is well deserving the consideration of your Honorable House, on the soundest principles of civil polity.

That your Petitioners, being taxed for the public benefit of the community in general, deem themselves entitled to all the advantages by which such public benefit may be extended by the expenditure of those public resources, to which they will at all times most cheerfully and loyally contribute.

That your Petitioners, therefore, request your Honorable House will not leave the provision for religious instruction, and the maintenance of the Clergy, to the uncertainty of casual and private exertion, but continue State Aid to Religion as heretofore, but in a measure more consistent with the importance of the object, the dignity of your Honorable House, and the wants and requirements of this fast-increasing community.

And your Petitioners will ever pray, &c.

[Here follow 162 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(PARISH OF ST. MATTHEW, WINDSOR.)

*Ordered by the Legislative Assembly to be Printed, 13 October, 1859.***To the Legislative Assembly of the Parliament of New South Wales.****The Petition of the undersigned, the Incumbent, the Churchwardens, and adult Parishioners of St. Matthew's Parish, Windsor,—****RESPECTFULLY SHEWETH :—**

That your Petitioners earnestly deprecate the withdrawal, present or prospective, by any Legislative Enactment, of the aid hitherto afforded by the State towards the support of the ministrations of the Church of England in the Colony, believing that any such measure will be a dereliction of the duty of the Government—contrary to sound policy—a departure from the principles of the British Constitution—will impose an intolerable burden on small congregations—will tend to the degradation of the Clergy and the decrease of their usefulness—will prove hostile to the interests of religion—and, by consequence, to the well being of the community of this country.

And your Petitioners will ever pray.

(Here follow 129 Signatures.)

Sydney: Thomas Richards, Government Printer. —1859.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(ST. MATTHEW'S PARISH, WINDSOR.)

Ordered by the Legislative Assembly to be Printed, 10 February, 1860.

To the Legislative Assembly of the Parliament of New South Wales.

The Petition of the undersigned, the Incumbent, the Churchwardens, and Ad 1
Parishioners of St. Matthew's Parish, Windsor,—

RESPECTFULLY SHEWETH:—

That your Petitioners earnestly deprecate the withdrawal, present or prospective, by any Legislative enactment, of the aid hitherto afforded by the State towards the support of the ministrations of the Church of England in the Colony, believing that any such measure will be a dereliction of the duty of the Government; contrary to sound policy; a departure from the principles of the British Constitution; will impose an intolerable burden on small congregations; will tend to the degradation of the Clergy and the decrease of their usefulness; will prove hostile to the interests of Religion, and, by consequence, to the well-being of the community of this country.

And your Petitioners will ever pray.

[Here follow 129 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

[Price, 6d.]

420—

1859.

Legislative Assembly.NEW SOUTH WALES.

STATE AID TO RELIGION.(WILLIAMS RIVER DISTRICT.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

Petition to the Honorable the Legislative Assembly, in Parliament assembled, from several, the residents in the Williams River District.

We, the undersigned, residents in the Williams River District, briefly but earnestly pray that your Honorable House will not assent to the repeal of the Schedule in the "New Constitution Act" having reference to State Aid, unless ample concurrent provision be made against its sudden and unconditional withdrawal.

We beg most respectfully to remind your Honorable House that, unless compensation be granted under such contingency, many congregations will almost certainly be deprived of the ministrations of Religion, and this our consideration is, we humbly submit, appalling enough to influence your Honorable House in your deliberations on this question, and additional weight is afforded by the fact that those congregations hitherto deriving aid from the annual grant have, indisputably, a moral right, in the event of its withdrawal, to a full equivalent.

And your Petitioners will ever pray, &c.

[Here follow 187 Signatures.]

Sydney: Thomas Richards, Government Printer.—1859.

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(WOLLOMBI.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Speaker and the Members of the Legislative Assembly of
New South Wales.

The Petition of the undersigned Inhabitants of the Wollombi District,—

HUMBLY SHEWETH :—

That a Bill has been introduced by one of the Members of your Honorable House to abolish the aid now afforded by the State to the Ministers of various religious denominations in this Colony.

Your Petitioners humbly represent that such a measure as the one proposed would be productive of great and serious injury to the cause of Religion in general, and to the spiritual and temporal interests of the Inhabitants of this District in particular, and they are of opinion that these important interests would be better promoted by an increased amount rather than by a deprivation of the aid hitherto afforded.

Your Petitioners, deeply impressed with a conviction of the injurious consequences that inevitably would attend the abolition of State Aid, respectfully pray that the Bill now introduced for such purpose may not be permitted to pass your Honorable House, or in the event of its being carried that your Honorable Assembly will be pleased to grant a just and ample amount of compensation in lieu of the sum now annually appropriated for religious purposes.

And your Petitioners, as in duty bound, will ever pray, &c.

[*Here follow 204 Signatures.*]

Wollombi, 6 Sept., 1859.

Sydney: Thomas Richards, Government Printer.—1859.

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(MUSWELLBROOK.)

Ordered by the Legislative Assembly to be Printed, 20 October, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the Inhabitants of Muswellbrook, and its vicinity,—

HUMBLY SHEWETH:—

That your Petitioners are decidedly opposed to the abolition of State Aid to Religion, believing that such a measure must be of serious injury to its best interests.

That they are of opinion that to consign Religion to the voluntary support of the great body of professing Christians, however plausible in theory, in practice would be to render its maintenance actually incumbent upon a small minority, the religious indifference of the majority being acknowledged by all; a scheme in effect, therefore, oppressive and hazardous if not impracticable.

That as a consequence of the entire want of all guarantee for the permanent support of the Clergy serious evil is calculated to ensue.

That the present regular systematic celebration of the public ordinances of Religion, together with the discharge of all other ministerial functions, would be rendered liable at any moment to interruption.

That the necessarily dependent and fluctuating position of the Clergy would tend, insensibly, either to exercise an injurious moral influence upon their character and teaching, or else to occasion in process of time a lapse into ignorance by offering no inducements to men duly qualified to enter the Ministry.

Your Petitioners desire, therefore, to express their conviction, that in order to secure the services of a faithful and efficient Ministry a permanent provision should be made for their support, such a provision as should secure a constant influx of candidates from all ranks, as should encourage them to speak with all boldness, and as should prevent the meanness of their condition from prejudicing the force of their instructions.

They regard it as altogether visionary to suppose that temporal motives will not have their weight in this temporal state of things, as well as unreasonable to imagine that parents will at much cost educate their children to spend their lives possibly in glorious poverty.

Your Petitioners venture therefore to memorialize your Honorable House, praying that State Aid to Religion may not be abolished.

And your Petitioners will ever pray, &c.

[Here follow 86 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(MANNING RIVER DISTRICT.)

Ordered by the Legislative Assembly to be Printed, 20 October, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the undersigned Members of the different Protestant Denominations, residing on the Manning River, above the age of fourteen years,—

RESPECTFULLY SHEWETH:—

1. That your Petitioners have heard with very deep regret that a Bill has been brought before your Honorable House to abolish State Aid to Religion.

2. That in the month of June last a meeting of the most influential Members of the Church of England was held on this river, for the purpose of securing, if possible, the services of a resident Minister, when a resolution was (with three exceptions) passed unanimously to this effect, "That State Aid was necessary in the present state of the Colony for the support of Religion, and that the present grant required to be supplemented, so that destitute districts might be assisted," and further, we believe that were time given the large number of all the three Protestant Denominations, receiving State Aid on this river, would gladly sign this Petition.

3. That for many years the only religious ministrations enjoyed by the residents on this river were from the Clergymen of the Churches of England and Scotland located at Port Macquarie; and we are of opinion that were State Aid withdrawn, Port Macquarie and the Manning River are unitedly too poor to support even one Minister of each Protestant Denomination.

4. That few being real Christians, and so giving as a duty and privilege, the burden of a voluntary contribution would fall too heavily upon those few, while the very bread of the Minister would in a great degree depend, not upon his zeal and faithfulness but the likings or dislikings of a fickle people.

Praying therefore that this our respectful Petition may be received, and that our district may be thought deserving of a portion of State Aid so that we may enjoy the great privilege of regular religious ministrations,

We beg to subscribe ourselves

Your very humble and obedient Servants.

[Here follow 339 Signatures.]

1859.

Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.

(PETITION FROM THE MANNING RIVER AGAINST.)

Ordered by the Legislative Assembly to be Printed, 16 December, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Inhabitants of the Manning River District,—

SHEWETH :—

That your Petitioners have observed with much satisfaction that a Bill has been introduced into your Honorable House for the abolition of the system of religious endowment which obtains in this Colony.

That the endowment of antagonistic creeds, which is sanctioned by the principle of this system and characterises the application of it, necessarily compriscs the endowment of error.

That inasmuch as error thus endowed must, from its nature, exert a baneful influence on the interests of individuals and of the community, the endowment of it is sinful and highly impolitic.

That, further, the support by the State of mutually destructive forms of religion is wholly unreasonable and involves a wasteful expenditure of the public money.

That while your Petitioners recognise the obligation of respecting vested rights, they submit that the rights of Ministers, supported by the voluntary contributions of the people, and the rights of their congregations are equally entitled to consideration, and that it would be more equitable toward such Ministers and congregations that either immediately, or after the clapse of a short and specified period, the present system of endowment should wholly cease, such compensation being made to those who now receive salaries under it as might be deemed due to them.

That religious bodies and congregations that support their own Ministers and thus occupy the position which it is the intention of the Bill, with respect to which your Petitioners now address you, that all shall ultimately occupy, will be subjected to obvious and great disadvantage, if side by side with them, other religious bodies and congregations shall be wholly or in part supported by the State.

May it therefore please your Honorable House to take the premises into your consideration, and, in dealing with the existing system of endowment, to allow to the consideration presented whatever influence they ought to exert.

And your Petitioners will ever pray.

[Here follow 151 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(PETITION OF THOMAS WALKER, AS CHAIRMAN OF A PUBLIC MEETING, IN SYDNEY.)

Ordered by the Legislative Assembly to be Printed, 20 November, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The humble Petition of Thomas Walker, Esquire, Chairman of a Public Meeting of the inhabitants of Sydney, held at the Mechanics' School of Arts,—

SHEWETH :—

That a Public Meeting of the inhabitants of Sydney was held on Monday evening, the seventeenth day of October, one thousand eight hundred and fifty-nine, at the Hall of the Mechanics' School of Arts, Pitt-street, in favor of the Abolition of State Aid for Religious Purposes, and the following resolutions were submitted to the Meeting, and carried :—

“ 1. That this Meeting is of opinion that the system of State Aid to Religion which at present obtains in this colony is wrong in principle and prejudicial to the best interests of the community, and ought to be abolished.

“ 2. That this Meeting regards with strong dissatisfaction the Bill now before Parliament ‘to amend the Constitution Act so far as relates to the provision for Public Worship,’ inasmuch as, if it pass into law in its present shape, it will not unmistakably secure the entire abolition of such State Aid.

“ 3. That in the opinion of this Meeting the provision proposed by the said Bill to be made for the present recipients of State Aid is not satisfactory, and this Meeting would recommend in preference the immediate settlement of such claims as may be admitted by the Parliament of New South Wales.

“ 4. That a Petition embodying the foregoing resolutions be presented to the Legislative Assembly without delay, signed by the Chairman on behalf of this Meeting.”

Your Petitioner, therefore, prays that your Honorable House will take the premises into your consideration, and pass a law which will secure the entire abolition of State Aid for Religious Purposes, and provide for the immediate settlement of such claims of the present recipients as may be admitted by the Parliament of New South Wales.

And your Petitioner will ever pray, &c.

THOMAS WALKER,
Chairman.

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(PETITION OF REV. JOHN DOUGALL.)

Ordered by the Legislative Assembly to be Printed, 2 December, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of John Dougall, Moderator of the Synod of Australia, in connection with the Established Church of Scotland,—

HUMBLY SHEWETH :—

That your Petitioner—as the representative, for the time being, of a large and influential denomination of Christians—is desirous of bringing under the notice of your Honorable House the circumstances of the Chaplains of the Church of Scotland, at present officiating in the Western and Southern Gold Fields.

Your Petitioner begs most respectfully to represent, that both these gentlemen,—the Rev. Alexander McEwen, and the Rev. Alexander L. Pennicook,—were sent out to this Colony by the Colonial Committee of the General Assembly of the Church of Scotland, at the express desire of the Synod of Australia, conveyed to them by the Rev. William Purvis, of East Maitland, one of your Petitioner's predecessors in the Moderatorship; that they were sent out expressly for their present sphere of duty, and with the understanding that the salaries granted to them by the Colonial Legislature would be permanent.

That the Western and Southern Gold Fields include very extensive portions of the territory, inhabited by a very unsettled and migratory population, whose circumstances, with respect to the maintenance of Religious Ordinances, are totally different from those of the residents in more settled districts; and, consequently, your Petitioner feels compelled to urge his conviction, based upon evidence which has been officially communicated to him, and of undoubted credibility, that the withdrawal of support from the Chaplains of the Gold Fields would be tantamount to depriving the inhabitants of those districts of religion altogether.

Your Petitioner, therefore, humbly prays that your Honorable House will take the premises into consideration, and on the one hand refuse assent to any proposition to deprive the Church of Scotland's Gold Field Chaplains of their stipends, to which they were led to believe the faith of the country was pledged; and on the other refuse assent to any proposition which may take away the light of religious truth, as at present exhibited in the preaching of the Gospel, from a large and influential portion of the inhabitants of this Colony, and so neutralize the good which has already resulted from the labors of the gentlemen to whom your Petitioner more immediately refers.

And your Petitioner, as in duty bound, will ever pray.

JOHN DOUGALL,
Moderator of the Synod of Australia.

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(PETITION FROM GUNNING AND COLLECTOR.)

Ordered by the Legislative Assembly to be Printed, 13 December, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Inhabitants of Gunning and Collector, and the Suburbs of their United District,—

HUMBLY SHEWETH:—

That they view with serious alarm and concern the proposal to abolish the provision for maintenance of Public Worship, as supported and aided heretofore by Schedule C.

That in scattered and thinly peopled country districts, inhabited by small settlers, where churches and residences for clergymen have still to be created, the only encouragement for local exertion hitherto has been, that Schedule C aided in raising a respectable maintenance for Ministers of Religion. Taking these premises into your most serious consideration, whilst your Petitioners would, on the one hand, most respectfully beg for the continuance of Schedule C, on the other hand, they would respectfully petition your Honorable House to allot the larger portion thereof to such country districts as their own, where no augmentations arise from gleberents, house property, church leases, and other sources of increasing the income of the clergyman in residence amongst the people.

And your Petitioners will ever pray, &c.

[Here follow 336 Signatures.]

1859.

Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.

(PETITION FROM RAYMOND TERRACE.)

Ordered by the Legislative Assembly to be Printed, 15 December, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Members of various denominations of Christians,
resident in the district of Raymond Terrace,—

HUMBLY SHEWETH:—

That your Petitioners have heard with apprehension that it has been proposed to your Honorable House to alter the Constitution Act so far as it relates to the provision for Public Worship.

That your Petitioners are of opinion that any step which would withdraw the grants hitherto made in that behalf would be followed by very disastrous results to the religion and general morality of the colony. Your Petitioners would respectfully urge it upon the consideration of your Honorable House that the present number of Ministers of Religion in New South Wales needs large increase rather than diminution.

That even with the assistance given by the State it is a matter of great difficulty to procure salaries for any additional clergy, although that difficulty is in some degree diminished at present by voluntary contributions to a considerable amount from districts in which the salaries of the clergy are provided by the State.

That if the present aid be withdrawn, those districts which now give assistance to others less favoured, will require all their contributions for the maintenance of their own clergy, and will, therefore, not be enabled to assist the more destitute districts.

That, although there are some of the originally formed parishes which are able to maintain their own ministers, there are others which would be wholly unable to do so, and in those cases the withdrawal of State Aid would not only reduce the clergy to great destitution, but also deprive the districts of the ministrations of religion which they have so long enjoyed.

That the withdrawal of the aid given by the State would also be unjust towards those of the clergy who have entered upon their several Cures with the understanding that their salaries would be provided by the State.

Your Petitioners, therefore, pray your Honorable House not to assent to any proposition having for its object the withdrawal of the present grant.

And your Petitioners, as in duty bound, will ever pray, &c.

[Here follow 191 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(CERTAIN PARISHIONERS OF ST. JOHN THE EVANGELIST, DARLINGHURST.)

Ordered by the Legislative Assembly to be Printed, 15 December, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.
The humble Petition of the undersigned Members of the Church of England and
Parishioners of St. John the Evangelist, Darlinghurst, in the City of Sydney,—

SHEWETH:—

That your Petitioners have heard with pain and regret that a Bill has been introduced into your Honorable House to repeal so much of the Constitution Act as reserves the amount mentioned in Schedule C to that Act for the purposes of Public Worship.

That your Petitioners are firmly persuaded that the withdrawal of the amount so provided for the maintenance of Public Worship would be injurious to the interests of Religion in general, and highly prejudicial to the religious and moral welfare of the Members of the Church of England in this Colony.

That in the opinion of your Petitioners it would be utterly unjust to pass the said proposed measure, inasmuch as the passing thereof would be a breach of a distinct Parliamentary compact made between the Legislature of this Colony and Her Majesty, whereby, in consideration of Her Majesty relinquishing the statutable provision previously belonging to Her Majesty, and of other concessions made by Her Majesty, the said Legislature granted to Her Majesty, her heirs and successors, among other things, the said sum of money mentioned in the said Schedule for the said purposes therein mentioned.

That your Petitioners respectfully submit that if the said proposed measure is passed into law, a gross breach of the public faith will also be committed towards all those persons who have built or subscribed towards the building of Churches and places for Public Worship under and in pursuance of the Act commonly known as "Sir Richard Bourke's Church Act."

That your Petitioners are firmly persuaded that the due performance of Public Worship cannot be carried on in this Colony upon the voluntary principle, and that, even if it were possible, it would not be desirable to introduce that principle into the Church of England.

Your Petitioners, therefore, earnestly pray your Honorable House to maintain the provision contained in the said Constitution Act for the maintenance of Public Worship, and not to pass the said Bill.

And your Petitioners will ever pray, &c.

[Here follow 38 Signatures.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(BUNGNIA.)

Ordered by the Legislative Assembly to be Printed, 25 January, 1860.

To the Honorable the Speaker and Members of the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Churchwardens and Inhabitants—being Members of the Church of England—of the District of Christ Church, Bungonia, in the County of Argyle, New South Wales,—

HUMBLY SHEWETH:—

That it is with the deepest anxiety that your Petitioners contemplate a Bill, laid upon the Table of your Honorable House, which will, if passed, deprive the Church of England in this Colony of all State Aid.

That, however this may effect our brethren in the town and city parishes, the only result to us in the rural districts will be to deprive us of the blessing of the ministration of God's Holy Word and Sacraments.

That such cannot be the desire of your Honorable House, and we earnestly hope that due consideration will be given to the deep distress in which such an enactment would involve the Church of England, until she has perfected such measures as will enable her to be independent of "Schedule C;" and that the Bill before your Honorable House will not be allowed to pass.

And your Petitioners, as in duty bound, will ever pray, &c.

[Here follow 101 Signatures.]

1116

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(M'LEAY RIVER DISTRICT.)

Ordered by the Legislative Assembly to be Printed, 25 January, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Inhabitants of the M'Leay River District, in the said Colony,—

SH EWETH :—

That your Petitioners have heard with regret that it is in contemplation to abolish State Aid to Religion, and in pursuance thereof to cut of Schedule C from the list as heretofore for the purpose of supporting religious worship.

That the efficiency of ministers of religion depending in a great measure upon their freedom from direct pecuniary obligations to their parishioners, it is expedient they should not be subject to the degradation of either directly or indirectly soliciting contributions for their subsistence.

That although districts like the M'Leay, solely dependent upon agriculture, contribute on the average, according to population, a fair proportion of the State expenses, including those of religion, yet there will occasionally be periods of great depression, like the present, when the settlers, experiencing great difficulty in providing food for their families, will be totally unable to maintain their ministers of religion by voluntary contributions.

That religion being intimately connected with the moral interests of the people, like National Education, ought to be provided for out of the general revenue, and particularly in sparsely populated districts like the M'Leay, where there are no churches out of the sittings in which a sufficient revenue might be derived; and, therefore, your Petitioners strongly deprecate the contemplated abolition of State Aid for Church support.

Your Petitioners, therefore, humbly pray that State Aid to Religion may not be abolished.

And your Petitioners shall ever pray, &c.

[Here follow 112 Signatures.]

1859-60.

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Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.

(PENRITH.)

Ordered by the Legislative Assembly to be Printed, 25 January, 1860.

To the Honorable the Legislative Assembly of the Parliament of New South Wales.

The respectful Petition of the undersigned Magistrates, Landholders, and other
Inhabitants of the District of Penrith, in the Counties of Cumberland and
Cook,—

SHewETH:—

That your Petitioners, claiming and, under the blessing of their Heavenly
Father, enjoying the rights and privileges of the British Constitution, recognise as the most
important the free exercise of the Christian Religion.

That your Petitioners have seen, with feelings they are unwilling to express, that it
is intended to submit to your Honorable House a proposal to withdraw from the people of
the Colony all assistance by the State to maintain and further diffuse the knowledge and
worship of Almighty God.

That, granting the present system of support to the ministrations of Religion be
inadequate, your Petitioners deprecate the idea that, because the question has its difficulties,
the Government are justified in withdrawing from the so manifest obligation to provide by
law for the support of the Christian Church, and view their casting the worship of God
upon the chance aid of a voluntary system as a dereliction of their duty as rulers of a
Christian community, and as an act tending to weaken the confidence and attachment of the
people to the constituted authorities of the land.

That your Petitioners are far from desirous to shrink from individually contributing
towards the due support of those who minister among them, but are conscious that a proper
apportionment will be best attained under provisions of an Act of the Legislature.

Your Petitioners, therefore, pray your Honorable House will not assent to the
discontinuance of the State Aid now afforded, until by Legislative enactment a better and
more adequate amount be available by law.

And your Petitioners will ever pray, &c.

[Here follow 24 Signatures.]

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Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(WOLLONGONG.)

Ordered by the Legislative Assembly to be Printed, 10 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Inhabitants of Wollongong,—

SHEWETH:—

That your Petitioners have heard, with deep regret, that an attempt will be made to induce your Honorable House to discontinue the grant hitherto annually made for Religious purposes; for, in the opinion of your Petitioners, such an Act would injuriously affect the spiritual condition of the colonists, morally, socially, and intellectually.

That as this is a young Colony, and was peopled under circumstances unfavorable to its rapid advancement in religion and morality, your Petitioners think that your Honorable House should continue the grant which has hitherto operated so beneficially.

That your Petitioners, having ascertained that Institutions such as the Sydney Benevolent Asylum do not receive from the colonists the aid which their usefulness merits, believe, that to commit the higher interests of religion—which are admitted to be not only intimately connected with individual happiness, but also with the prosperity of nations—to the precarious support of the voluntary system, would be detrimental to the Colony.

That should your Honorable House determine to withdraw the grant aforesaid, your Petitioners hope that due compensation will be made, by your Honorable House, to the clergymen who through the Colonial Government now receive stipends annually.

That your Petitioners would respectfully remind your Honorable House, that the Constitution Act reserves the sum of £28,000 for the spiritual instruction and improvement of the colonists.

Your Petitioners therefore pray, that the present grant for Ecclesiastical purposes may be continued; and that, if your Honorable House withdraw the said grant, ample compensation may be made to those clergymen whose salaries are paid by the State.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 202 Signatures.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(KIAMA.)

Ordered by the Legislative Assembly to be Printed, 16 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the Catholics of the Kiama District,—

SHEWETH:—

That your Petitioners observe with grief the several propositions now under discussion for the total or partial abolition of that moderate degree of aid by which the Church Act promotes the interests of Religion, in securing a portion of the common funds towards the maintenance of the Ministers of Religion.

That your Petitioners respectfully urge on the consideration of your Honorable House the fact, that an absolute covenant exists between the Government and all those parties who, throughout the Colony, have accepted and fulfilled the terms of the covenant proposed in the said Act.

That the people of New South Wales, in the various Districts, have expended money in building Churches, with full confidence that those Churches were endowed with an annuity from the common funds, and that the Ecclesiastical Authorities of the several Denominations have drawn from their people frequent contributions for building Churches and Ministers' Residences, and have invited from Europe Ministers of Religion, deeming that the public faith was pledged to the permanency of that partial support of a Minister, in perpetuity, which was undertaken by the Church Act.

That your Petitioners have just ground for considering the Clerical Stipends established by the said Act to be Annuities—debts under a covenant—to which the parties are, on one side, the people who build Churches, and on the other side, Her Majesty the Queen, the Imperial Parliament, and the Colonial Government.

That if it were maintained that a limit to the operation of the Church Act was proposed or implied in the Constitution Act, it could be, at most, a limit of the amount of the annuity—£28,000—and not a limit of time determining its duration. The Queen surrendered into the hands of the Colonial Government the disposal of the Waste Lands, and in consideration of such surrender accepted certain sums, to be provided annually, amongst which sums is this for Public Worship; and the very circumstance that a limit of amount alone is stated, authorises clearly the inference that no limit in duration was intended.

That the annuity for Public Worship is as much an integrant part of the Constitution Act as is the annuity for Pensions, and that both of them are similarly and equally protected by the guarantee of public honor.

Your Petitioners, therefore, pray that no withdrawal of State Aid to Religion may take place, but that the provisions of the Church Act may be continued, and confidence in the public faith of New South Wales remain undisturbed.

And they will ever pray, &c.

[Here follow 175 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(KIAMA.)

Ordered by the Legislative Assembly to be Printed, 3 April, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Inhabitants of Kiama and its suburbs,—

RESPECTFULLY SHEWETH:—

That the mode of applying State Revenues to the support and propagation of religious and ecclesiastical systems, in use in this Colony, is contrary to the nature of religious truth and destructive of its free operation, since it maintains the most palpable contradictions, and thus unsettles both belief and practice.

That, for this reason, the system is decidedly immoral and ought to be abolished.

That it is as inexpedient as it is immoral, since it takes away the motives for that liberality in support of religion which is everyone's personal duty and privilege; and thus deprives religion of its true and legitimate resources.

That it is found to be utterly inefficient in the work of instructing the people, leaving them in a very large degree under the worst forms of ignorance and vice, though it has now been so long tried. The evidence of this is found on every side.

That true religion wants no such support, being, when rightly cherished, abundantly able to supply motives for its own propagation in the high and self-denying generosity it inspires, and that every artifice to support religion, without these motives, is only a dangerous deception.

That, for these and many other reasons, equally strong, but too numerous to be mentioned here, your Petitioners cannot but feel that the time is fully come for the total abolition of every form of State aid to religion in this Colony. In its main principles they approve of the Bill now before your Honorable House relating to this subject.

Your Petitioners most respectfully pray your Honorable House to pass the said Bill unchanged in principle, and only with such alterations in the details as may be deemed necessary for equity to existing incumbents.

And your Petitioners will ever pray, &c.

[Here follow 30 Signatures.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(SHOALHAVEN.)

Ordered by the Legislative Assembly to be Printed, 16 February, 1860.

To the Honorable Members of the Legislative House of Assembly of New South Wales,
in Parliament assembled.

We, the undersigned Petitioners, Parishioners of the Roman Catholic Church in the District of Shoalhaven, having ascertained that a Bill is introduced into the Council to take away State Aid from the Clergymen,—

We humbly and respectfully petition our Honorable Members of the Legislative House of Assembly to make no change whatever in Sir Richard Bourke's Church Act, regarding State Aid towards building Churches, and Clergymen's salaries, as the Church Act of this good Governor and wise Legislator has done so much good to this Colony, and as it is still so beneficial to us all, to deviate in the least from the excellent provisions it contains is in our opinion quite premature, unsuited to our circumstances, and would prove highly prejudicial to the interests of our Church and the support of our Clergymen.

And your Petitioners will ever pray.

[Here follow 80 Signatures.]

October, 1859.

Sydney: Thomas Richards, Government Printer.— 1860.

[Price, 6d.]

403—

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(ILLAWARRA.)

Ordered by the Legislative Assembly to be Printed, 16 February, 1860.

To the Honorable the Members of the Legislative Assembly of New South Wales, in
Parliament assembled.

The humble Petition of the Roman Catholics of the Mission, in the District
of Illawarra,—

SHEWETH:—

That a Bill for the Abolition of State Aid to Religion being under the consideration of your Honorable House, your Petitioners beg leave to offer the following reasons why the said Bill should not pass into law, namely,—

That the united funds now accruing from voluntary offerings, and the present endowment from Schedule C are barely sufficient to support one Clergyman in the Mission, which is so extensive that two would be required in it.

That your Petitioners contemplate with regret the withdrawal of State Aid in this Mission, knowing as they do that the Inhabitants thereof could not make up the deficiency which would arise from such withdrawal in the emolument necessary to maintain their Clergyman in the manner becoming his position.

That whatever the Illawarra District may hereafter become, your Petitioners feel certain the time has not yet arrived when the aid in question can with safety be withdrawn; or be withdrawn with any regard for the spiritual interests of your Petitioners.

Wherefore your Petitioners humbly pray that your Honorable House may be pleased not to permit the said Bill for the Abolition of State Aid to Religion to pass into law.

And your Petitioners will ever pray, &c.

[Here follow 295 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.

(HARTLEY.)

Ordered by the Legislative Assembly to be Printed, 16 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled,

The Petition of the Roman Catholic Inhabitants of the District of Hartley,—

HUMBLY SHEWETH :—

That, having heard with regret that it is the intention of the Legislature to abolish State Aid to Religion, they most respectfully express their unanimous conviction that it is absolutely necessary for the moral welfare of the rising generation of this young Colony, that Ministers of Religion shall continue to receive aid from the State; and that the total or partial withdrawal of such aid, at the present juncture, would be premature and impolitic, and productive of evil consequences—in a social as well as moral sense to the community at large.

That, holding these opinions, and believing, moreover, that it would be impossible for a Clergyman in the isolated and thinly-populated districts, to maintain himself in the absence of State Aid with any degree of comfort, except, indeed, at the expense of his feelings as a gentleman, and of that native character of respectability that always attaches to his sacred avocation, Petitioners humbly pray your Honorable House will be pleased to give the subject of their Petition the benefit of your calm and dispassionate consideration, and not deprive them of one of the best and dearest boons they enjoy from the State, namely, that of assisting to remunerate those from whose ministry they derive the first and greatest of earthly blessings—spiritual assistance and consolation.

And your Petitioners will ever pray.

[Here follow 109 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

[Price, 6d.]

402—

1859-60.

—
Legislative Assembly.
NEW SOUTH WALES.

—
STATE AID TO RELIGION.

(QUEANBEYAN.)

—
Ordered by the Legislative Assembly to be Printed, 16 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the Catholics of the District of Queanbeyan,—

SH EWETH :—

That your Petitioners observe with grief the several propositions now under discussion for the total abolition of that moderate degree of aid by which the Church Act promotes the interests of Religion, in securing a portion of the common funds towards the maintenance of the Ministers of Religion.

That your Petitioners respectfully urge on the consideration of your Honorable House the fact, that an absolute covenant exists between the Government and all those parties who, throughout the Colony, have accepted and fulfilled the terms of the covenant proposed in the said Act.

That the people of New South Wales, in the various Districts, have expended money in building Churches, with full confidence that those Churches were endowed with an annuity from the common funds, and that the Ecclesiastical Authorities of the several Denominations have drawn from their people frequent contributions for building Churches and Ministers' Residences, and have invited from Europe Ministers of Religion, deeming that the public faith was pledged to the permanency of that partial support of a Minister, in perpetuity undertaken, which was by the Church Act.

That your Petitioners have just ground for considering the Clerical Stipends established by the said Act to be Annuities—debts under a covenant—to which the parties are, on one side, the people who build Churches, and on the other side, Her Majesty the Queen, the Imperial Parliament, and the Colonial Government.

That if it were maintained that a limit to the operation of the Church Act was proposed or implied in the Constitution Act, it could be, at most, a limit of the amount of the annuity—£28,000—and not a limit of time determining its duration. The Queen surrendered into the hands of the Colonial Government the disposal of the Waste Lands, and in consideration of such surrender accepted certain sums, to be provided annually, amongst which sums is this for Public Worship; and the very circumstance that a limit of amount alone is stated, authorises clearly the inference that no limit in duration was intended.

That the annuity for Public Worship is as much an integrant part of the Constitution Act as is the annuity for Pensions, and that both of them are similarly and equally protected by the guarantee of public honor.

Your Petitioners, therefore, pray that no withdrawal of State Aid to Religion may take place, but that the provisions of the Church Act may be continued, and confidence in the public faith of New South Wales remain undisturbed, and they will ever pray, &c.

[Here follow 182 Signatures.]

—
 Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(NEWCASTLE.)

Ordered by the Legislative Assembly to be Printed, 17 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Members of the Roman Catholic Church, resident in the District of Newcastle,—

HUMBLY SHEWETH :—

That your Petitioners have heard with apprehension that it has been proposed to your Honorable House to alter the Constitution Act, so far as it relates to the provision for Public Worship.

That your Petitioners are of opinion that any step which would withdraw the grants hitherto made in that behalf would be followed by very disastrous results to the religion of the Colony. Your Petitioners would respectfully urge it upon the consideration of your Honorable House that the present number of Ministers of Religion in New South Wales needs large increase rather than diminution.

That, even with the assistance given by the State, it is a matter of great difficulty to procure salaries for any additional Clergymen, although that difficulty is in some degree diminished at present by voluntary contributions to a considerable amount from those districts in which the salaries of the Clergy are provided by the State.

That if the present aid be withdrawn, those districts which now give assistance to others less favored will require all their contributions for the maintenance of their own clergy, and will, therefore, not be enabled to assist the more destitute districts.

That though there are some of the originally formed Missions which are able to maintain their own Clergy, there are others which would be wholly unable to do so, and in those cases the withdrawal of State Aid would not only reduce the Clergy to great destitution, but also deprive the districts of the ministrations of Religion which they have so long enjoyed.

That the withdrawal of the aid given by the State would be also unjust towards those of the Clergy who have entered upon their several missions with the understanding that their salaries would be provided by the State.

Your Petitioners, therefore, pray your Honorable House not to assent to any proposition, having for its object the withdrawal of the present grant.

And your Petitioners, as in duty bound, will ever pray, &c.

[Here follow 50 Signatures.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(RYDE.)

Ordered by the Legislative Assembly to be Printed, 17 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the Catholics of Ryde,—

SHEWETH :—

That your Petitioners observe with grief the several propositions now under discussion for the total or partial abolition of that moderate degree of aid by which the Church Act promotes the interests of Religion, in securing a portion of the common funds towards the maintenance of the Ministers of Religion.

That your Petitioners respectfully urge on the consideration of your Honorable House the fact, that an absolute covenant exists between the Government and all those parties who, throughout the Colony, have accepted and fulfilled the terms of the covenant proposed in the said Act.

That the people of New South Wales, in the various Districts, have expended money in building Churches, with full confidence that those Churches were endowed with an annuity from the common funds, and that the Ecclesiastical Authorities of the several Denominations have drawn from their people frequent contributions for building Churches and Ministers' Residences, and have invited from Europe Ministers of Religion, deeming that the public faith was pledged to the permanency of that partial support of a Minister, in perpetuity undertaken, which was by the Church Act.

That your Petitioners have just ground for considering the Clerical Stipends established by the said Act to be Annuities—debts under a covenant—to which the parties are, on one side, the people who build Churches, and on the other side, Her Majesty the Queen, the Imperial Parliament, and the Colonial Government.

That if it were maintained that a limit to the operation of the Church Act was proposed or implied in the Constitution Act, it could be, at most, a limit of the amount of the annuity—£28,000—and not a limit of time determining its duration. The Queen surrendered into the hands of the Colonial Government the disposal of the Waste Lands, and in consideration of such surrender accepted certain sums, to be provided annually, amongst which sums is this for Public Worship; and the very circumstance that a limit of amount alone is stated, authorises clearly the inference that no limit in duration was intended.

That the annuity for Public Worship is as much an integrant part of the Constitution Act as is the annuity for Pensions, and that both of them are similarly and equally protected by the guarantee of public honor.

Your Petitioners, therefore, pray that no withdrawal of State Aid to Religion may take place, but that the provisions of the Church Act may be continued, and confidence in the public faith of New South Wales remain undisturbed, and they will ever pray.

[Here follow 31 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.
(WINDSOR.)

Ordered by the Legislative Assembly to be Printed, 17 February, 1860.

To the Honorable Members of the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the undersigned Catholic Inhabitants of the Town and District of Windsor,—

SHEWETH :—

1. That your Petitioners have observed, with extreme regret, that a Bill is before your Honorable House, the effect of which, if carried, would be to abolish State Aid to Religion.

2. That, in the opinion of your Petitioners, such a Bill passed into law is calculated to resist the progress of practical Christianity and to substitute in its place negative infidelity. As an illustration we would desire to bring before your Honorable House the appalling fact, that many millions of the inhabitants of the United States of America have declared that they belong to no Church ; and we beg leave to submit that this is the sad result of the want of adequate means to present the Ordinances of Religion to the minds of the youths of that Republic, in each succeeding generation.

3. That such a Bill carried into law is calculated in its results to deprive the civil law, to a great extent, of its chief sanction, viz., the conscientious belief that it is our duty, as Christians, to render obedience to the laws, the Legislature that pass them, and the Courts that expound and apply them.

4. That your Petitioners humbly beg your Honorable House to take the premises into consideration and reject the said Bill.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 67 Signatures.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(BALMAIN.)

Ordered by the Legislative Assembly to be Printed, 17 February, 1860.

To the Honorable the Legislative House of Assembly.

The Petition of the undersigned Inhabitants of Balmain,—

HUMBLY AND MOST RESPECTFULLY SHEWETH:—

That having learned with great regret that it is proposed to discontinue or diminish, by a Legislative enactment, the very moderate pecuniary assistance hitherto afforded by the Government to the Ministers of Religion, the Petitioners beg most respectfully to submit to your Honorable House, that the contemplated measure to which they refer would, in their humble opinion, be productive of much evil, and of no benefit whatever to society. It is universally known, and generally admitted, that this class of persons constantly render to the colonists invaluable services, and merit thereby efficient and permanent support from the hands of those who are intrusted with the Administration of the Public Funds.

The Petitioners, therefore, humbly and most respectfully solicit your Honorable House to avert the impending calamity, and your Petitioners shall ever pray.

[Here follow 72 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(CERTAIN CATHOLICS OF SYDNEY.)

Ordered by the Legislative Assembly to be Printed, 17 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of certain Catholics of the City of Sydney,—

SH EWETH :—

That your Petitioners observe with grief the several propositions now under discussion, for the total or partial abolition of that moderate degree of aid by which the Church Act promotes the interests of Religion, in securing a portion of the common funds towards the maintenance of the Ministers of Religion.

That your Petitioners respectfully urge on the consideration of your Honorable House the fact, that an absolute covenant exists between the Government and all those parties who, throughout the Colony, have accepted and fulfilled the terms of the covenant proposed in the said Act.

That the people of New South Wales, in the various Districts, have expended money in building Churches, with full confidence that those Churches were endowed with an annuity from the common funds, and that the Ecclesiastical Authorities of the several Denominations have drawn from their people frequent contributions for building Churches and Ministers' Residences, and have invited from Europe Ministers of Religion, deeming that the public faith was pledged to the permanency of that partial support of a Minister, in perpetuity undertaken, which was by the Church Act.

That your Petitioners have just ground for considering the Clerical Stipends established by the said Act to be annuities—debts under a covenant—to which the parties are, on one side, the people who build Churches, and, on the other side, Her Majesty the Queen, the Imperial Parliament, and the Colonial Government.

That if it were maintained that a limit to the operation of the Church Act was proposed or implied in the Constitution Act, it would be, at most, a limit of the amount of the annuity (£28,000), and not a limit of time determining its duration.

The Queen surrendered into the hands of the Colonial Government the disposal of the Waste Lands, and in consideration of such surrender accepted certain sums, to be provided annually, amongst which sums is this for Public Worship; and the very circumstance that a limit of amount alone is stated, authorises clearly the inference that no limit in duration was intended.

That the annuity for Public Worship is as much an integrant part of the Constitution Act as is the annuity for Pensions, and that both of them are similarly and equally protected by the guarantee of public honor.

Your Petitioners, therefore, pray that no withdrawal of State Aid to Religion may take place, but that the provisions of the Church Act may be continued, and confidence in the public faith of New South Wales remain undisturbed.

And they will ever pray.

[Here follow 344 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(CERTAIN CATHOLICS OF SYDNEY.)

Ordered by the Legislative Assembly to be Printed, 17 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of certain Catholics of the City of Sydney,—

SHEWETH :—

That your Petitioners observe with grief the several propositions now under discussion, for the total or partial abolition of that moderate degree of aid by which the Church Act promotes the interests of Religion, in securing a portion of the common funds towards the maintenance of the Ministers of Religion.

That your Petitioners respectfully urge on the consideration of your Honorable House the fact, that an absolute covenant exists between the Government and all those parties who, throughout the Colony, have accepted and fulfilled the terms of the covenant proposed in the said Act.

That the people of New South Wales, in the various Districts, have expended money in building Churches, with full confidence that those Churches were endowed with an annuity from the common funds, and that the Ecclesiastical Authorities of the several Denominations have drawn from their people frequent contributions for building Churches and Ministers' Residences, and have invited from Europe Ministers of Religion, deeming that the public faith was pledged to the permanency of that partial support of a Minister, in perpetuity undertaken, which was by the Church Act.

That your Petitioners have just ground for considering the Clerical Stipends established by the said Act to be annuities—debts under a covenant—to which the parties are, on one side, the people who build Churches, and, on the other side, Her Majesty the Queen, the Imperial Parliament, and the Colonial Government.

That if it were maintained that a limit to the operation of the Church Act was proposed or implied in the Constitution Act, it would be, at most, a limit of the amount of the annuity (£28,000), and not a limit of time determining its duration.

The Queen surrendered into the hands of the Colonial Government the disposal of the Waste Lands, and in consideration of such surrender accepted certain sums, to be provided annually, amongst which sums is this for Public Worship; and the very circumstance that a limit of amount alone is stated, authorises clearly the inference that no limit in duration was intended.

That the annuity for Public Worship is as much an integrant part of the Constitution Act as is the annuity for Pensions, and that both of them are similarly and equally protected by the guarantee of public honor.

Your Petitioners, therefore, pray that no withdrawal of State Aid to Religion may take place, but that the provisions of the Church Act may be continued, and confidence in the public faith of New South Wales remain undisturbed.

And they will ever pray.

[Here follow 436 Signatures.]

Sydney : Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(CATHOLICS OF SYDNEY.)

Ordered by the Legislative Assembly to be Printed, 22 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the Catholics of the City of Sydney,—

SHEWETH:—

That your Petitioners observe with grief the several propositions now under discussion for the total or partial abolition of that moderate degree of aid by which the Church Act promotes the interests of Religion, in securing a portion of the common funds towards the maintenance of the Ministers of Religion.

That your Petitioners respectfully urge on the consideration of your Honorable House the fact, that an absolute covenant exists between the Government and all those parties who, throughout the Colony, have accepted and fulfilled the terms of the covenant proposed in the said Act.

That the people of New South Wales, in the various Districts, have expended money in building Churches, with the full confidence that those Churches were endowed with an annuity from the common funds, and that the Ecclesiastical Authorities of the several Denominations have drawn from their people frequent contributions for building Churches and Ministers' Residences, and invited from Europe Ministers of Religion, deeming that the public faith was pledged to the permanency of that partial support of a Minister, in perpetuity undertaken, which was by the Church Act.

That your Petitioners have just ground for considering the Clerical Stipends established by the said Act to be annuities—debts under a covenant—to which the parties are, on the one side, the people who build Churches, and, on the other side, Her Majesty the Queen, the Imperial Parliament, and the Colonial Government.

That if it were maintained that a limit to the operation of the Church Act was proposed or implied in the Constitution Act, it could be, at most, a limit of the amount of the annuity—£28,000,—and not a limit of time determining its duration. The Queen surrendered into the hands of the Colonial Parliament the disposal of the Waste Lands, and in consideration of such surrender accepted certain sums, to be provided annually, amongst which sums is this for Public Worship; and the very circumstance that a limit of amount alone is stated, authorises clearly the inference that no limit in duration was intended.

That the annuity for Public Worship is as much an integrant part of the Constitution Act as is the annuity for Pensions, and that both of them are similarly and equally protected by the guarantee of public honor.

That your Petitioners, therefore, pray that no withdrawal of State Aid to Religion may take place, but that the provisions of the Church Act may be continued, and confidence in the public faith of New South Wales remain undisturbed, and they will ever pray.

[Here follow 411 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

—
Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.

(ALBURY.)

Ordered by the Legislative Assembly to be Printed, 17 February, 1860.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Inhabitants of the District of Albury,—

SHEWETH:—

That as certain Members of our Colonial Parliament have used their influence to withdraw State Aid from the Clergy.

Petitioners therefore beg leave to appeal to your Honorable House against the efforts of those individuals who would willingly deprive the Clergy of any assistance from Government in a thinly-populated and infant Colony such as this.

Petitioners direct your serious attention to the strict right of a continuation of payment by Government to the Clergymen who comply with the provisions of Governor Bourke's Church Act.

Petitioners are furthermore surprised how any religious sect should complain, for all Denominations are on an equality.

Petitioners are anxious to point out to you that, in the event of having State Aid withdrawn, those Clergymen who built Churches, with an expectation of the usual support from Government, would not be able to meet the liabilities contracted.

Petitioners are desirous to impress on your learned Assembly, that if those persons succeed who are adverse to, the temporalities of the Clergy, it is the firm conviction of Petitioners, the revenue of New South Wales would be then considerably reduced, for many a Clergyman at Home would not have an opportunity of settling down amongst us,—others who are now at Home and anxious to study for the Church would be prevented from going on this mission; the result of this would be that numbers of lay persons would remain with their Clergy or follow them elsewhere, consequently many a broad acre of this beautiful territory would remain a perfect wilderness, which could be turned to good account if our Legislators had not been penny wise and pound foolish.

May it therefore please your Honorable and learned Assembly to take the above premises into your kind consideration.

And your Petitioners will ever pray.

[Here follow 54 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(BRAIDWOOD.)

Ordered by the Legislative Assembly to be Printed, 17 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the Catholics of Braidwood District,—

SHewETH :—

That your Petitioners observe with grief the several propositions now under discussion for the total or partial abolition of that moderate degree of aid by which the Church Act promotes the interests of Religion, in securing a portion of the common funds towards the maintenance of the Ministers of Religion.

That your Petitioners respectfully urge on the consideration of your Honorable House the fact, that an absolute covenant exists between the Government and all those parties who, throughout the Colony, have accepted and fulfilled the terms of the covenant proposed in the said Act.

That the people of New South Wales, in the various Districts, have expended money in building Churches, with full confidence that those Churches were endowed with an annuity from the common funds, and that the Ecclesiastical Authorities of the several Denominations have drawn from their people frequent contributions for building Churches and Ministers' Residences, and have invited from Europe Ministers of Religion, deeming that the public faith was pledged to the permanency of that partial support of a Minister, in perpetuity undertaken, which was by the Church Act.

That your Petitioners have just ground for considering the Church Stipends established by the said Act to be Annuities—debts under a covenant—to which the parties are, on one side, the people who build Churches, and on the other side, Her Majesty the Queen, the Imperial Parliament, and the Colonial Government.

That if it were maintained that a limit to the operation of the Church Act was proposed or implied in the Constitution Act, it could be, at most, a limit of the amount of the annuity—£28,000—and not a limit of time determining its duration. The Queen surrendered into the hands of the Colonial Government the disposal of the Waste Lands, and in consideration of such surrender accepted certain sums, to be provided annually, amongst which sums is this for Public Worship; and the very circumstance that a limit of amount alone is stated, authorises clearly the inference that no limit in duration was intended.

That the annuity for Public Worship is as much an integral part of the Constitution Act as is the annuity for Pensions, and that both of them are similarly and equally protected by the guarantee of public honor.

Your Petitioners, therefore, pray that no withdrawal of State Aid to Religion may take place, but that the provisions of the Church Act may be continued, and confidence in the public faith of New South Wales remain undisturbed, and they will ever pray.

[Here follow 168 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(LIVERPOOL.)

Ordered by the Legislative Assembly to be Printed, 22 February, 1860.

T the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the Catholics of the District of Liverpool,—

SHewETH:—

That your Petitioners observe with grief the several propositions now under discussion for the total or partial abolition of that moderate degree of aid by which the Church Act promotes the interests of Religion, in securing a portion of the common funds towards the maintenance of the Ministers of Religion.

That your Petitioners respectfully urge on the consideration of your Honorable House the fact, that an absolute covenant exists between the Government and all those parties who, throughout the Colony, have accepted and fulfilled the terms of the covenant proposed in the said Act.

That the people of New South Wales, in the various Districts, have expended money in building Churches, with the full confidence that those Churches were endowed with an annuity from the common funds, and that the Ecclesiastical Authorities of the several Denominations have drawn from their people frequent contributions for building Churches and Ministers' Residences, and have invited from Europe Ministers of Religion, deeming that the public faith was pledged to the permanency of that partial support of a Minister, in perpetuity, which was undertaken by the Church Act.

That your Petitioners have just ground for considering the Clerical Stipends established by the said Act to be annuities—debts under a covenant—to which the parties are, on one side, the people who build Churches, and, on the other side, Her Majesty the Queen, the Imperial Parliament, and the Colonial Government.

That if it were maintained that a limit to the operation of the Church Act was proposed or implied in the Constitution Act, it could be, at most, a limit of the amount of the annuity—£28,000,—and not a limit of time determining its duration. The Queen surrendered into the hands of the Colonial Government the disposal of the Waste Lands, and in consideration of such surrender accepted certain sums, to be provided annually, amongst which sums is this for Public Worship; and the very circumstance that a limit of amount alone is stated, authorises clearly the inference that no limit in duration was intended.

That the annuity for Public Worship is as much an integrant part of the Constitution Act as is the annuity for Pensions, and that both of them are similarly and equally protected by the guarantee of public honor.

Your Petitioners, therefore, pray that no withdrawal of State Aid to Religion may take place, but that the provisions of the Church Act may be continued, and confidence in the public faith of New South Wales remain undisturbed, and they will ever pray.

[Here follow 53 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

—
Legislative Assembly.
NEW SOUTH WALES.

—
STATE AID TO RELIGION.
 (LIVERPOOL.)

—
Ordered by the Legislative Assembly to be Printed, 24 April, 1860.
 —

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the undersigned Inhabitants of the District of Liverpool,—

SHEWETH :—

That your Petitioners have heard, with surprise and regret, that a motion is before your Honorable House, having for its object the taking away of an annual sum granted directly from the Crown towards the support of Public Worship in New South Wales.

That your Petitioners consider any interference with a grant made directly from the Crown calculated to render the validity of all other grants from the Crown exceedingly questionable, and to destroy public confidence therein.

That your Petitioners are persuaded that interference with a grant from the Crown, which was secured for an especial purpose by a separate clause or schedule of the Act of Settlement, is calculated to cause the world at large to doubt the probable adherence of the Government to their promises or acts on other questions, and to beget an expectation that, if money payments be repudiated under such circumstances, repudiation may be looked for in other departments.

That your Petitioners beg respectfully to submit that no payment to or agreement with the present receivers of the money granted originally from the Crown, and secured by the Act of Settlement, can invalidate the claim which future holders of the office of Ministers of Religion will have upon the funds thus provided towards the support of Public Worship.

That your Petitioners contemplate with much alarm the injury to the best interests of the people of New South Wales which will result from the withdrawal of the funds provided for the maintenance of Public Worship. They deem it unnecessary to enlarge upon the misery of a people destitute of the ordinances of religion; but they are persuaded that, as a natural consequence of the withdrawal of the grant from the Crown, this misery in all its force will inevitably fall upon many districts in the interior of the Colony, and that, within a few years, the children of the settlers will grow up with no more sense of religion than is found among the children of the aborigines.

That your Petitioners, therefore, earnestly and respectfully pray that your Honorable House will not allow the annual sum granted from the Crown for the support of Public Worship to be in any way interfered with or diverted from the original object for which it was designed.

And your Petitioners will ever pray, &c., &c.

[Here follow 142 Signatures.]

1859-60.

Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.
(CAMPBELLTOWN.)

Ordered by the Legislative Assembly to be Printed, 3 April, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Inhabitants of Campbelltown and its Suburbs,—

RESPECTFULLY SHEWETH:—

That the mode of applying State Revenues to the support and propagation of religious and ecclesiastical systems in use in this Colony is contrary to the nature of religious truth, and destructive of its free operation, since it maintains the most palpable contradictions, and thus unsettles both belief and practice.

That, for this reason, the system is decidedly immoral, and ought to be abolished.

That it is as inexpedient as it is immoral, since it takes away the motives for that liberality in support of religion which is everyone's personal duty and privilege, and thus deprives religion of its true and legitimate resources.

That it is found to be utterly inefficient in the work of instructing the people, leaving them in a very large degree under the worst forms of ignorance and vice, though it has been so long tried; the evidence of this is found on every side.

* That true religion wants no such support, being, when rightly cherished, abundantly able to supply motives for its own propagation in the high and self-denying generosity it inspires; and that every artifice to support religion without these motives is only a dangerous deception.

That for these and many other reasons equally strong, but too numerous to be mentioned here, your Petitioners cannot but feel that the time is fully come for the total abolition of every form of State Aid to Religion in this Colony. In its main principles they approve of the Bill now before your Honorable House relating to this subject.

Your Petitioners most respectfully pray your Honorable House to pass the said Bill unchanged in principle, and only with such alterations in the details as may be deemed necessary for equity to existing incumbents.

And your Petitioners will ever pray, &c.

[Here follow 54 Signatures.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(CAMPBELLTOWN, CAMDEN, AND MENANGLE.)

Ordered by the Legislative Assembly to be Printed, 22 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the Catholics of Campbelltown, Camden, and Menangle,—

SH EWETH :—

That your Petitioners observe with grief the several propositions now under discussion for the total or partial abolition of that moderate degree of aid by which the Church Act promotes the interests of Religion, in securing a portion of the common funds towards the maintenance of the Ministers of Religion.

That your Petitioners respectfully urge on the consideration of your Honorable House the fact, that an absolute covenant exists between the Government and all those parties who, throughout the Colony, have accepted and fulfilled the terms of the covenant proposed in the said Act.

That the people of New South Wales, in the various Districts, have expended money in building Churches, with the full confidence that those Churches were endowed with an annuity from the common fund, and that the Ecclesiastical Authorities of the several Denominations have drawn from their people frequent contributions for building Churches and Ministers' Residences, and invited from Europe Ministers of Religion, deeming that the public faith was pledged to the permanency of that partial support, in perpetuity undertaken, which was declared by the Church Act.

That your Petitioners have just ground for considering the Clerical Stipend established by said Act to be annuities—debts under a covenant—to which the parties are, on the one side, the people who build Churches, and, on the other side, Her Majesty the Queen, the Imperial Parliament, and Colonial Government.

That if it were maintained that a limit to the operation of the Church Act was proposed or implied in the Constitution Act, it could be, at most, a limit of the amount of £28,000, and not a limit of time determining its duration. The Queen surrendered into the hands of the Colonial Parliament the disposal of the Waste Lands, and in consideration of such surrender accepted certain sums, to be provided annually, amongst which sums is this for Public Worship.

That the annuity for Public Worship is as much an integrant part of the Constitution Act as is the annuity for Pensions, and that both of them are similarly and equally protected by the guarantee of public honor.

That your Petitioners, therefore, pray that no withdrawal of State Aid to Religion may take place, but that the provisions of the Church Act may be continued, and confidence in the public faith of New South Wales remain undisturbed.

And your Petitioners will ever pray.

[Here follow 163 Signatures.]

Sydney : Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(ST. MICHAEL'S, SURRY HILLS.)

Ordered by the Legislative Assembly to be Printed, 22 February, 1860.

To the Honorable the Speaker and the Members of the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the undersigned Members of the Church of England, and Parishioners of St. Michael's, Surry Hills, Sydney,—

SHEWETH :—

That your Petitioners have heard, with pain and regret, that a Bill has been introduced into your Honorable House to repeal so much of the Constitution Act as reserves the amount mentioned in Schedule C to that Act for the purposes of Public Worship.

That your Petitioners are firmly persuaded that the withdrawal of the amount so provided for the maintenance of Public Worship would be injurious to the interests of religion and moral welfare of the members of the Church of England in this Colony.

That your Petitioners respectfully submit, that if the said proposed measure is passed into law, a breach of the public faith will be committed towards all those persons who have built or subscribed towards the building of Churches and places for Public Worship under and in pursuance of the Act commonly known as Sir Richard Bourke's Church Act.

Your Petitioners, therefore, earnestly pray your Honorable House to maintain the provisions contained in the said Constitution Act for the maintenance of Public Worship, and not to pass the said Bill.

And your Petitioners, as in duty bound, will ever pray, &c.

[Here follow 124 Signatures.]

Sydney : Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.

(BERRIMA.)

Ordered by the Legislative Assembly to be Printed, 3 April, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the Catholics of Berrima,—

SHEWETH :—

That your Petitioners observe with grief the several propositions now under discussion for the total or partial abolition of that moderate degree of aid by which the Church Act promotes the interests of Religion, in securing a portion of the common funds towards the maintenance of the Ministers of Religion.

That your Petitioners respectfully urge on the consideration of your Honorable House the fact, that an absolute covenant exists between the Government and all those parties who, throughout the Colony, have accepted and fulfilled the terms of the covenant proposed in the said Act.

That the people of New South Wales, in the various Districts, have expended money in building Churches, with the full confidence that those Churches were endowed with an annuity from the common funds, and that the Ecclesiastical Authorities of the several Denominations have drawn from their people frequent contributions for building Churches and Ministers' Residences, and have invited from Europe Ministers of Religion, deeming that the public faith was pledged to the permanency of that partial support of a Minister, in perpetuity, which was undertaken by the Church Act.

That your Petitioners have just ground for considering the Clerical Stipends established by the said Act to be annuities—debts under a covenant—to which the parties are, on one side, the people who build Churches, and, on the other side, Her Majesty the Queen, the Imperial Parliament, and the Colonial Government.

That if it were maintained that a limit to the operation of the Church Act was proposed or implied in the Constitution Act, it could be, at most, a limit of the amount of the annuity—£28,000—and not a limit of time determining its duration. The Queen surrendered into the hands of the Colonial Government the disposal of the Waste Lands, and in consideration of such surrender accepted certain sums, to be provided annually, amongst which sums is this for Public Worship; and the very circumstance that a limit of amount alone is stated, authorises clearly the inference that no limit in duration was intended.

That the annuity for Public Worship is as much an integrant part of the Constitution Act as is the annuity for Pensions, and that both of them are similarly and equally protected by the guarantee of public honor.

Your Petitioners, therefore, pray that no withdrawal of State Aid to Religion may take place, but that the provisions of the Church Act may be continued, and confidence in the public faith of New South Wales remain undisturbed, and they will ever pray.

[Here follow 165 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.
(CATHOLICS OF GOULBURN.)

Ordered by the Legislative Assembly to be Printed, 28 February, 1860.

To the Honorable the Parliament of New South Wales, in General Assembly convened.

The undersigned, loyal and dutiful subjects of Her Majesty, professing the Catholic Religion, and residing in the town and district of Goulburn and county of Argyle, beg leave to approach your Honorable House with unfeigned assurances of respect, and respectfully to state that your Petitioners have heard with regret that it is in contemplation to abolish what is termed State Aid to Religion, and they venture to express an opinion, that in the present state of Colonial society, and particularly in the remote districts of this Colony, the withdrawal of such aid will be found most injurious.

Your Petitioners therefore pray that the contemplated measure may be postponed till some other and more convenient time.

[Here follow 152 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

[Price, 6d.]

441—

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(GOULBURN.)

Ordered by the Legislative Assembly to be Printed, 3 April, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Inhabitants of Goulburn and its Suburbs,—

RESPECTFULLY SHEWETH :—

That the mode of applying State Revenues to the support and propagation of religious and ecclesiastical systems in use in this Colony is contrary to the nature of religious truth and destructive of its free operation, since it maintains the most palpable contradictions, and thus unsettles both belief and practice.

That, for this reason, the system is decidedly immoral, and ought to be abolished.

That it is as inexpedient as it is immoral, since it takes away the motives for that liberality in support of religion which is everyone's personal duty and privilege, and thus deprives religion of its true and legitimate resources.

That it is found to be utterly inefficient in the work of instructing the people, leaving them in a very large degree under the worst forms of ignorance and vice, though it has now been so long tried; the evidence of this is found on every side.

That true religion wants no such support, being, when rightly cherished, abundantly able to supply motives for its own propagation in the high and self denying generosity it inspires; and that every artifice to support religion without these motives is only a dangerous deception.

That for these and many other reasons equally strong, but too numerous to be mentioned here, your Petitioners cannot but feel that the time is fully come for the total abolition of every form of State Aid to Religion in this Colony. In its main principles they approve of the Bill now before your Honorable House relating to this subject. And your Petitioners most respectfully entreat your Honorable House to pass the said Bill unchanged in principle, and only with such alterations in the details as may be deemed necessary for equity to existing incumbents.

And your Petitioners will ever pray, &c.

[Here follow 83 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(PARRAMATTA.)

Ordered by the Legislative Assembly to be Printed, 3 April, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the Catholics of Parramatta,—

SHEWETH:—

That your Petitioners observe with grief the several propositions now under discussion for the total or partial abolition of that moderate degree of aid by which the Church Act promotes the interests of Religion, in securing a portion of the common funds towards the maintenance of the Ministers of Religion.

That your Petitioners respectfully urge on the consideration of your Honorable House the fact, that an absolute covenant exists between the Government and all those parties who, throughout the Colony, have accepted and fulfilled the terms of the covenant proposed in the said Act.

That the people of New South Wales, in the various Districts, have expended money in building Churches, with the full confidence that those Churches were endowed with an annuity from the common funds, and that the Ecclesiastical Authorities of the several Denominations have drawn from their people frequent contributions for building Churches and Ministers' Residences, and have invited from Europe Ministers of Religion, deeming that the public faith was pledged to the permanency of that partial support of a Minister, in perpetuity, which was undertaken by the Church Act.

That your Petitioners have just ground for considering the Clerical Stipends established by the said Act to be annuities—debts under a covenant—to which the parties are, on one side, the people who build Churches, and, on the other side, Her Majesty the Queen, the Imperial Parliament, and the Colonial Government.

That if it were maintained that a limit to the operation of the Church Act was proposed or implied in the Constitution Act, it could be, at most, a limit of the amount of the annuity—£28,000—and not a limit of time determining its duration. The Queen surrendered into the hands of the Colonial Government the disposal of the Waste Lands, and in consideration of such surrender accepted certain sums, to be provided annually, amongst which sums is this for Public Worship; and the very circumstance that a limit of amount alone is stated, authorises clearly the inference that no limit in duration was intended.

That the annuity for Public Worship is as much an integrant part of the Constitution Act as is the annuity for Pensions, and that both of them are similarly and equally protected by the guarantee of public honor.

Your Petitioners, therefore, pray that no withdrawal of State Aid to Religion may take place, but that the provisions of the Church Act may be continued, and confidence in the public faith of New South Wales remain undisturbed, and they will ever pray.

[Here follow 370 Signatures.]

Sydney: Thomas Richards, Government Printer.— 1860.

1859-60.

Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.
(PARRAMATTA.)

Ordered by the Legislative Assembly to be Printed, 3 April, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Inhabitants of Parramatta and its Suburbs,—

RESPECTFULLY SHEWETH:—

That the mode of applying State Revenues to the support and propagation of religious and ecclesiastical systems in use in this Colony is contrary to the nature of religious truth, and destructive of its free operation, since it maintains the most palpable contradictions, and thus unsettles both belief and practice.

That, for this reason, the system is decidedly immoral, and ought to be abolished.

That it is as inexpedient as it is immoral, since it takes away the motives for that liberality in support of religion which is everyone's personal duty and privilege, and thus deprives religion of its true and legitimate resources.

That it is found to be utterly inefficient in the work of instructing the people, leaving them in a very large degree under the worst forms of ignorance and vice, though it has been so long tried; the evidence of this is found on every side.

That true religion wants no such support, being, when rightly cherished, abundantly able to supply motives for its own propagation in the high and self-denying generosity it inspires; and that every artifice to support religion without these motives is only a dangerous deception.

That for these and many other reasons equally strong, but too numerous to be mentioned here, your Petitioners cannot but feel that the time is fully come for the total abolition of every form of State Aid to Religion in this Colony. In its main principles, they approve of the Bill now before your Honorable House, relating to this subject.

Your Petitioners most respectfully pray your Honorable House to pass the said Bill unchanged in principle, and only with such alterations in the details, as may be deemed necessary for equity to existing incumbents.

And your Petitioners will ever pray, &c.

[Here follow 85 Signatures.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(CERTAIN PRESBYTERIANS OF THE CONGREGATION OF THE SCOTS' CHURCH, SYDNEY.)

Ordered by the Legislative Assembly to be Printed, 3 April, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Presbyterians of the Congregation of the Scots' Church,
in the City of Sydney,—

HUMBLY SHEWETH:—

That your Petitioners have learned, with much pleasure, that a Bill has been introduced into your Honorable House to abolish the present system of supporting Religion from the funds of the State.

That your Petitioners are satisfied that that system, inasmuch as it regards all religions as alike, and alike deserving of public support, is contrary to the Word of God and to the best interests of the Christian religion, and opposed to the moral welfare and advancement of this entire community.

Your Petitioners, therefore, humbly pray that your Honorable House will pass the said Bill with such alterations and amendments in its present details as to your Honorable House will seem most conducive to the general welfare.

And your Petitioners, as in duty bound, will ever pray.

Sydney, 20 February, 1860.

[Here follow 97 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(CERTAIN CLERGYMEN OF THE CHURCH OF ENGLAND.)

Ordered by the Legislative Assembly to be Printed, 3 April, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Clergymen of the United Church of England and Ireland, in the Diocese of Sydney,—

HUMBLY SHEWETH:—

That your Petitioners have heard with much concern that a Bill has been introduced into your Honorable House having for its object to abolish State Aid to Religion.

That your Petitioners are firmly persuaded that it is not expedient to abolish provision by the State for public worship.

That your Petitioners have also special objections to urge against the present Bill, and are persuaded that it would prove highly detrimental to the interests of the Church of which they are Ministers, and to the progress of religion generally—more especially in the Rural Districts, many of which are now unable, without extraneous aid, to make due provision for the sustentation of religious ordinances.

That admitting that pecuniary advantages might accrue to individual clergymen from the provisions of the Bill, your Petitioners nevertheless consider that its adoption would be unjust to the church at large, particularly to those numerous parishes which have erected churches and parsonages, and entered into engagements, relying on the continuance of that aid to religion which they regarded as secured by the Act of Council, 7 Wm. IV., No. 3.

That your Petitioners further object to the Bill, because it ignores the conditions upon the faith of which the chief pastor of their church accepted the office of Bishop and Metropolitan.

For these and other weighty reasons, your Petitioners therefore pray that your Honorable House will be pleased to withhold your assent from the present Bill, and from any measure to which the same objections may be offered.

And your Petitioners, as in duty bound, will ever pray, &c.

[Here follow 13 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

[Price, 6d.]

475—

1859-60.

—
Legislative Assembly.
NEW SOUTH WALES.

—
STATE AID TO RELIGION.
 (SYDNEY AND SUBURBS.)

—
Ordered by the Legislative Assembly to be Printed, 3 April, 1860.
 —

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Inhabitants of Sydney and its Suburbs,—

RESPECTFULLY SHEWETH:—

That the mode of applying State Revenues to the support and propagation of religious and ecclesiastical systems in use in this Colony is contrary to the nature of religious truth, and destructive of its free operation, since it maintains the most palpable contradictions, and thus unsettles both belief and practice.

That, for this reason, the system is decidedly immoral, and ought to be abolished.

That it is as inexpedient as it is immoral, since it takes away the motives for that liberality in support of religion which is everyone's personal duty and privilege, and thus deprives religion of its true and legitimate resources.

That it is found to be utterly inefficient in the work of instructing the people, leaving them in a very large degree under the worst forms of ignorance and vice, though it has been so long tried; the evidence of this is found on every side.

That true religion wants no such support, being, when rightly cherished, abundantly able to supply motives for its own propagation in the high and self-denying generosity it inspires; and that every artifice to support religion without these motives is only a dangerous deception.

That for these and many other reasons equally strong, but too numerous to be mentioned here, your Petitioners cannot but feel that the time is fully come for the total abolition of every form of State Aid to Religion in this Colony. In its main principles, they approve of the Bill now before your Honorable House, relating to this subject.

Your Petitioners most respectfully pray your Honorable House to pass the said Bill unchanged in principle, and only with such alterations in the details, as may be deemed necessary for equity to existing incumbents.

And your Petitioners will ever pray, &c.

[Here follow 2,359 Signatures.]

—
 Sydney: Thomas Richards, Government Printer.—1860.

1859-60.

Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.

(HINTON.)

Ordered by the Legislative Assembly to be Printed, 3 April, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the undersigned Inhabitants of Hinton and its vicinity,—
MOST RESPECTFULLY SHEWETH :—

That your Petitioners are under the belief, that the present system of State Endowment to Religion in this Colony is detrimental to the best interests of the people; and they respectfully urge upon your Honorable House the necessity of its immediate and total abolition.

That your Petitioners view, with unfeigned pleasure, the "Abolition Bill" now before your Honorable House; and they sincerely trust that the said Bill, with certain amendments, may pass into law without delay.

That your Petitioners desire most respectfully to call the attention of your Honorable House to the painful fact, that there are certain Clergymen in the Colony who would be entitled to compensation under the proposed "Abolition Act" in its present shape, but who have forfeited all claim to the same, by grossly neglecting the sacred duties they stipulated to perform, in order to devote their time and talents to secular pursuits.

Your Petitioners, therefore, humbly pray that a Committee of your Honorable House may be appointed to inquire into the individual merits of the respective Clergymen, previously to the amount of compensation being agreed upon; so that the faithful servant may be distinguished from the unfaithful one, and that each may be rewarded according to his desert.

That your Petitioners, in conclusion, respectfully beg to call the attention of your Honorable House to the alarming truth, that many of the youth of the Colony are perishing through lack of knowledge; and, in doing so, your Petitioners desire to express their humble opinion, that the total abolition of the Government stipends to Clergymen is only paving the way for the introduction and establishment of a liberal, comprehensive, and permanent system of Primary Education.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 242 Signatures.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(COOMA.)

Ordered by the Legislative Assembly to be Printed, 10 April, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The humble Petition of the undersigned residents in the District of Cooma, in the Pastoral District of Maneroo,—

RESPECTFULLY SHEWETH:—

That the District of Cooma is of vast extent, and the population very scattered and sparse, and the great majority of them are engaged as shepherds and stockmen, and are not in a position to maintain their Clergy without assistance from the Public Funds.

That the spiritual necessities of the District require at least the constant services of a Clergyman of the Church of England and of the Church of Rome.

That, in consequence of their parishioners being scattered over so vast a district, the expenses of the Clergy are necessarily large, and the amounts raised by the contributions of the inhabitants cannot be sufficient to support them in decent comfort.

That your Petitioners have heard, with alarm and apprehension, that measures are being brought forward for the purpose of depriving the Clergy of such assistance.

Your Petitioners, therefore, humbly pray, that in any Bill about to be passed for the alteration or regulation of the Schedule from which the funds for the payment of the Clergy have hitherto been provided due precaution may be used, that in this and other similarly situated districts the scattered inhabitants may not be deprived of the spiritual consolations and privileges of the ministrations of religion by the withdrawal or diminution of the aid at present afforded by the State towards the support of the Clergy.

And your Petitioners, as in duty bound, will ever pray, &c., &c.

[*Here follow 41 Signatures.*]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(MEMBERS OF THE HEBREW COMMUNITY.)

Ordered by the Legislative Assembly to be Printed, 23 May, 1860.

To the Honorable The Speaker and Members of the Legislative Assembly of the Colony of
New South Wales.

The Petition of the undersigned Members of the Hebrew Community, residing in
the City of Sydney,—

HUMBLY SHEWETH:—

That your Honorable House has, in former Sessions of Parliament, been graciously pleased to make provision for the support of a Minister of Religion of the Jewish Faith in this City.

That your Petitioners have observed that, in the Estimates submitted to your Honorable House during the present Session, no such provision has been made.

Your Petitioners, therefore, humbly pray that your Honorable House will be pleased to take the premises into your most favorable consideration, and to grant such aid as to your Honorable House shall seem meet.

[Here follow 50 Signatures.]

Sydney: Thomas Richards, Government Printer.—1860.

[Price, 6d.]

596—

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(MEMBERS OF THE JEWISH FAITH.)

Ordered by the Legislative Assembly to be Printed, 23 May, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Members of the Jewish Faith, residing in the City of Sydney,—

RESPECTFULLY SHEWETH:—

1. That your Petitioners have observed that an Honorable Member of your Honorable House has intimated his intention of moving that your Honorable House do resolve itself into a Committee of the whole to consider of an Address to the Governor General, praying that His Excellency will be pleased to cause to be placed upon the Supplementary Estimates for the Year 1860, the sum of two hundred pounds, to be paid to the Jewish Minister resident in Sydney, in aid of the stipend received by him from the Members of that Denomination.

2. That your Petitioners are of opinion, that so long as aid from the Public Revenue is granted for Public Worship, as provided for in Schedule C of the Constitution Act, they are entitled to a proportion of that grant.

3. That your Petitioners would, however, gladly see State Aid abolished, and they object to the sum set apart under the Constitution Act from being supplemented in any way.

4. That your Petitioners, therefore, respectfully pray that your Honorable House will assert the right of the Jewish community to receive a proportion of the £28,000 reserved by the Constitution Act for Public Worship, and that you will not assent to the proposition of the Honorable and Learned Member for East Sydney.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 54 Signatures.]

Sydney, 21 May, 1860.



1859-60.

Legislative Assembly.

NEW SOUTH WALES.



STATE AID TO RELIGION.

(WELLINGTON.)

Ordered by the Legislative Assembly to be Printed, 3 February, 1860.

To the Honorable Members of the Legislative Assembly of New South Wales, now in Parliament assembled.

The Petition of the undersigned Residents, Landholders, and Leaseholders of the Police District of Wellington, in the Colony of New South Wales.

Your Petitioners view with regret the proposed change, with regard to the abolition of State Aid to Religion, which would be productive of injury to the cause of Religion, and to the spiritual and temporal interests of this district.

Your Petitioners pray against the withdrawal of the sum of money usually voted for Religion; and to state respectfully, that, in a sparsely peopled district like Wellington, the withdrawal of Government assistance would be a loss impossible to be supplied in any other way; and humbly pray that the Bill now before the House may not be allowed to pass into a law.

Your Petitioners beg that this Petition may be taken into consideration, emanating from a large and populous district, the inhabitants of which are widely spread apart; many of whom never had an opportunity of having religious instruction at all, owing to the want of sufficient Ministers of Religion; and which number, at present so scanty, must be lessened by the withdrawal of State Aid.

Your Petitioners will ever pray, &c.

[Here follow 52 Signatures.]

Dated the 1st day of December, 1859.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(BOMBALA, MANEROO.)

Ordered by the Legislative Assembly to be Printed, 2 February, 1860.

To the Legislative Assembly of New South Wales.

The Petition of some of the Inhabitants of the Districts of Bombala, Maneroo, in the abovenamed Colony,—

HUMBLY SHEWETH :—

That, whereas it has been proposed State Aid to Religion should be withdrawn; and whereas exertions have been made to effect such withdrawal; we, the undersigned, inhabitants of the District of Bombala, (believing that the principle upon which State Aid to Religion has been administered under Sir Richard Bourke's Act is just and equitable; and also, being thoroughly convinced that the withdrawal of such aid would have a disastrous effect on the morality of the community, inasmuch as it is calculated to deprive many parts of the Colony of the ministrations of religion,) earnestly deprecate such withdrawal, and humbly beg that the Legislative Assembly will not entertain any proposition to effect such an object.

Your Petitioners, as in duty bound, will ever pray.

[Here follow 28 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(PETITION FROM BRAIDWOOD GOLD FIELDS.)

Ordered by the Legislative Assembly to be Printed, 22 September, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Inhabitants of the District of Braidwood,
including the Gold Fields,—

SHEWETH :—

That in consequence of official intimation lately received to the effect that Ministers do not intend to place any sum on the Estimates for Salaries to the Chaplains on the Gold Fields after the expiration of the present year, Petitioners beg leave to appeal to your Honorable House against a proposal which they cannot look upon otherwise than as wholly unnecessary and uncalled for.

Petitioners specially call the attention of your Honorable House to the fact that the Gold Miners are already taxed for the support of their Chaplains, and that the amount thus contributed is more than sufficient to cover the whole expenditure on the Gold Fields. Petitioners are therefore at a loss to conceive how Ministers can reconcile it with a faithful stewardship of the Gold Revenue, to withhold it from its legitimate purpose.

Petitioners beg to trespass on the patience of your Honorable House still further by adding that they look upon the circumstances of the Gold Chaplains as altogether exceptional; and, notwithstanding the difference of opinion among Petitioners on the general question of State Aid to the Clergy, they all agree in regarding the right of the Gold Chaplains to Government Salaries, or, at least, the right of the Gold Miners to claim such Salaries for them as undeniable.

Petitioners will be so candid as to say that the carrying into effect of the Ministerial proposal will be followed, as a natural consequence, by a demand upon Ministers for the remission of the export duty upon gold, if not with other unpleasant circumstances; but Petitioners have the fullest confidence that a Reformed Parliament, animated by a sense of justice and honor, will prevent such an undesirable issue, by giving an unanimous negative to the Ministerial project, should Ministers themselves, on better thought, not see it prudent to alter their purpose.

May it therefore please your Honorable House to take the premises into your favorable consideration.

And your Petitioners will ever pray, &c.

[Here follow 1,395 Signatures.]

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(DARLING POINT.)

Ordered by the Legislative Assembly to be Printed, 10 February, 1860.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.
The humble Petition of the undersigned Members of the Church of England, and
Parishioners of St. Mark the Evangelist, Darling Point, near the City of
Sydney,—

SHEWETH :—

That your Petitioners have heard, with pain and regret, that a Bill has been introduced into your Honorable House to repeal so much of the Constitution Act as reserves the amount mentioned in Schedule C to that Act for the purposes of Public Worship.

That your Petitioners are firmly persuaded that the withdrawal of the amount so provided for the maintenance of Public Worship would be injurious to the interests of religion in general, and highly prejudicial to the religious and moral welfare of the members of the Church of England in this Colony.

That, in the opinion of your Petitioners, it would be utterly unjust to pass the said proposed measure, inasmuch as the passing thereof would be a breach of a distinct Parliamentary compact made between the Legislature of this Colony and Her Majesty, whereby, in consideration of Her Majesty relinquishing the statutable provision previously belonging to Her Majesty, and of other concessions made by Her Majesty, the said Legislature granted to Her Majesty, her heirs, and successors, among other things, the said sum of money mentioned in the said schedule for the said purposes therein mentioned.

That your Petitioners respectfully submit that, if the said proposed measure is passed into law, a gross breach of the public faith will also be committed towards all those persons who have built or subscribed towards the building of Churches and places for Public Worship under and in pursuance of the Act commonly known as Sir Richard Bourke's Church Act.

That your Petitioners are firmly persuaded that the due performance of the Public Worship cannot be carried on in this Colony upon the voluntary principle, and that, even if it were possible, it would not be desirable to introduce that principle into the Church of England.

Your Petitioners, therefore, earnestly pray your Honorable House to maintain the provision contained in the said Constitution Act for the maintenance of Public Worship, and not to pass the said Bill.

And your Petitioners will ever pray, &c.

[Here follow 48 Signatures.]

Sydney : Thomas Richards, Government Printer.—1860.

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(PETITION FROM WESTERN GOLD FIELDS.)

Ordered by the Legislative Assembly to be Printed, 2 September, 1859.

To the Honorable the Legislative Assembly, in Parliament assembled.

The Humble Petition of the undersigned Residents on the Western Gold Fields,—

SHEWETH :—

That Ministers of Religion of the following Denominations, viz. :—Church of England, Church of Rome, Presbyterian, and Wesleyan, were appointed in these Districts with a promise from the Government that Stipends should be paid to them out of the Revenue of the Colony.

That they are accordingly in receipt of Salaries amounting to three hundred pounds a year, with forage or allowance for one horse.

That the necessaries of life upon the Gold Fields being much more expensive than in other parts of the Colony, it is impossible for a Minister of Religion to maintain himself in respectability on a smaller sum.

That the peculiar circumstances of the population render it impossible for Ministers of Religion to be supported upon the Gold Fields under any other than the existing system of State Aid.

That the population of the Gold Fields being entirely dependent upon daily labor of a kind in which success is very uncertain, and there being no fixed proprietary, and no settled residence, also very few persons in the community possessed of any independent means, the voluntary system is entirely inapplicable to these Districts.

That your Petitioners are under the most serious apprehension, that if State Aid be withdrawn they will be deprived of the Religious Ordinances they have hitherto enjoyed, and of the advantages resulting from the influence of the Ministers of Religion to the causes of Education and Morality.

That the large revenue immediately derived, and the immense benefits to the material wealth of the Colony arising indirectly from the production of Gold, give your Petitioners a special claim upon the liberality of the Government for the maintenance of any institution which may contribute to the welfare of the mining population, and especially for the support of the Ordinances of Religion.

Your Petitioners, therefore, intreat that your Honorable House will take these circumstances into favorable consideration; and respectfully urge the expediency—should State Aid to Religion be withdrawn in other parts of the Colony—of making an exception in favor of the Gold Fields.

And your Petitioners, as in duty bound, will ever pray, &c., &c.

[Here follow 364 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

STATE AID TO RELIGION.

(PETITION FROM WESTERN GOLD FIELDS.)

Ordered by the Legislative Assembly to be Printed, 2 September, 1859.

To the Honorable the Legislative Assembly, in Parliament assembled.

The humble Petition of the undersigned Residents on the Western Gold Fields,—

SHEWETH:—

That Ministers of Religion of the following Denominations, namely, Church of England, Church of Rome, Presbyterian, and Wesleyan, were appointed in these Districts with a promise from the Government that Stipends should be paid to them out of the Revenue of the Colony.

That they are accordingly in receipt of Salaries amounting to three hundred pounds a year, with forage or allowance for one horse.

That the necessaries of life upon the Gold Fields being much more expensive than in other parts of the Colony, it is impossible for a Minister of Religion to maintain himself in respectability upon a smaller sum.

That the peculiar circumstances of the population render it impossible for Ministers of Religion to be supported upon the Gold Fields under any other than the existing system of State Aid.

That the population of the Gold Fields being entirely dependent upon daily labor of a kind in which success is very uncertain, and there being no fixed proprietary, and no settled residence, and very few persons in the community possessed of any independent means, the Voluntary System is totally inapplicable to these Districts.

That your Petitioners are under the most serious apprehensions, that if State Aid be withdrawn they will be deprived of the Religious Ordinances which they have hitherto enjoyed, and of the advantages resulting from the influence of the Ministers of Religion to the cause of Education and Morality.

That the large revenue immediately derived, and the immense benefits to the material wealth of the Colony arising indirectly from the production of Gold, give your Petitioners an especial claim upon the liberality of the Government for the maintenance of any institution which may contribute to the welfare of the mining population, and particularly for the support of the Ordinances of Religion.

Your Petitioners, therefore, intreat that your Honorable House will take these circumstances into favorable consideration; and respectfully urge the expediency—should State Aid to Religion be withdrawn in other parts of the Colony—of making an exception in favor of the Gold Fields.

And your Petitioners, as in duty bound, will ever pray.

[Here follow 600 Signatures.]

1859.

Legislative Assembly.
NEW SOUTH WALES.

STATE AID TO RELIGION.

(PETITION FROM WESTERN GOLD FIELDS.)

Ordered by the Legislative Assembly to be Printed, 2 September, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned, Members of the Church of England, Church of Rome, Presbyterians, and Wesleyans,—

HUMBLY SHEWETH :—

That your Petitioners are at present resident on the Western Gold Fields.

That your Petitioners deplore the recent decision of your Honorable House, by which the Stipends of the several Ministers of Religion, now laboring amongst them, are entirely withdrawn.

That from the peculiar circumstances attending the occupation of a Gold Field, the uncertainty of gold mining pursuits in any locality, and consequent duration of residence, it is obviously impossible for such a community to support their own Religious Establishments, the power of doing so even by a settled community possessed of a resident proprietary, having yet to be proved.

That this Gold Field at present numbers a Christian population of at least four thousand souls.

That your Petitioners approach your Honorable House fully convinced that it was not the intention of the decision referred to to deprive this numerous and peculiarly circumstanced community of the advantages of Religious instruction, and therefore pray for such relief as your Honorable House may see fit to grant.

And your Petitioners will ever pray.

[*Here follow 398 signatures.*]

1859.

Legislative Assembly.

NEW SOUTH WALES.

SCOTS' CHURCH ALLOTMENT.

(PROPOSED EXCHANGE OF A PORTION OF.)

Ordered by the Legislative Assembly to be Printed, 16 December, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.

The Petition of the undersigned Moderator and Clerk of the Synod of Australia,—

HUMBLY SHEWETH :—

That your Petitioners have learnt with surprise that notice has been given to your Honorable House of a motion “for leave to bring in a Bill to enable the Trustees of “the Scots' Church to exchange a portion of their Allotment.”

2. That the Land thus sought to be exchanged is subject of a Lawsuit now pending in the Law Courts of this Colony.

3. That in the matter involving this Land a judgment favorable to the Synod of Australia has already been given by the Judge in Equity, of which judgment the following extract is given as bearing upon the matter in question :—

“I decree that Dr. Lang and Mr. Ramsay, who is absent from the Colony, but “appeared at the hearing, be removed from being Trustees of this Church and the other “buildings, standing on the Land contained in the grant from the Crown, and that it be “referred to the Master to appoint five new Trustees in the places of the original five Trustees,
“ * * * * *

“And I order him (Dr. Lang) to deliver up possession thereof to the five new Trustees, when “and so soon as they shall be so appointed; and I order that the said Dr. Lang and Mr. “Ramsay do all necessary acts for vesting the premises in such new Trustees; and I order “that an injunction do issue to restrain the defendants, Dr. Lang and Mr. Ramsay, from “interfering with the Church and premises save as directed by this decree.”

4. That the matter is now carried by Appeal of the Trustees of the Scots' Church to the full Court of Judges.

5. That as the Land thus sought to be exchanged, and the Trustees seeking this permission, are the same referred to so decisively in the above decree, to grant such sanction as is sought for by the motion would be to obstruct the course of justice, to overrule the decision of a Law Court of this Colony, and to anticipate the Judgment now pending.

That your Petitioners, on the above grounds, humbly beg your Honorable House to take the premises under your consideration, and to refuse the sanction sought for in the motion of Dr. Lang.

And your Petitioners, as in duty bound, will ever pray.

JOHN DOUGALL,

Moderator of the Synod of Australia.

JA. MILNE,

Clerk of Synod.

1859-60.

Legislative Assembly.
NEW SOUTH WALES.

DEAN OF ST. ANDREW'S, SYDNEY.
(PETITION OF CHURCHWARDENS.)

Ordered by the Legislative Assembly to be Printed, 3 February, 1860.

To the Honorable the Legislative Assembly of New South Wales.

The humble Petition of the undersigned, the Churchwardens of St. Andrew's
temporary Cathedral,—

RESPECTFULLY SHEWETH:—

1. That the Revd. George King is the Licensed Minister and Incumbent of St. Andrew's Cathedral Church, with the Parish annexed.
2. That for upwards of ten years he has faithfully discharged the duties of this office, as sole Minister.
3. That on the second day of August, 1858, an announcement was published in the "Church of England Chronicle," stating that the Revd. W. M. Cowper had been nominated to the Deanery of St. Andrew's Cathedral, in the City of Sydney.
4. That a salary of three hundred pounds per annum, to be paid to the said Revd. W. M. Cowper, as Dean, has been authorised by the Executive Government, in which his brother, Charles Cowper, Esq., held, at the time of this appropriation, the office of Colonial Secretary and Vice-President of the Council.
5. That the said Revd. W. M. Cowper has received, and continues to receive, the aforesaid salary of three hundred pounds per annum, as Dean of Sydney.
6. That the Incumbency of their Minister, the aforesaid Revd. George King, as your Petitioners are informed, and verily believe, invalidates the appointment in question, and renders the assumption of the title of Dean of St. Andrew's Cathedral, by the said Revd. W. M. Cowper, completely nugatory.
7. That your Petitioners' predecessors in office regarded this movement as an aggression upon the rights and privileges of their Minister, and protested against it.
8. That your Petitioners, acquiescing in the aforesaid view of their predecessors in office, repeated the same protest against it.
9. That the Office of Dean of St. Andrew's Cathedral, in the person of the said Revd. W. M. Cowper, who is the acting Incumbent of St. Phillip's Church, is a mere sinecure, no duties having ever been performed by him in connection with St. Andrew's Cathedral Church, in consideration of such salary.
10. That in answer to a question proposed by an Honorable Member in the Legislative Assembly, asking what duties the so-called Dean of St. Andrew's Cathedral performed on account of such high salary, the late Colonial Secretary replied to the following effect— that he would have certain duties to perform connected with Denominational Schools.

11.

11. That your Petitioners cannot regard the performance of work done in the Denominational School Office as a fair pretence for obtaining money as Dean of St. Andrew's Cathedral.

12. And your Petitioners pray that your Honorable Assembly will be pleased to grant such relief in the premises as may seem meet, and withhold your sanction from the appointment above complained of, by refusing to appropriate moneys towards the endowment of an Office which is a perfect sinecure and plurality.

And your Honorable Assembly's Petitioners will ever pray.

F. R. ROBINSON, }
HENRY SELBY, } Churchwardens of St. Andrew's
JOHN A. BUTTREY, } Cathedral Church.

Sydney, 18 January, 1860.

1859-60.

Legislative Assembly.

NEW SOUTH WALES.

DEAN OF ST. ANDREW'S, SYDNEY.

REPORT FROM THE SELECT COMMITTEE

IN REFERENCE TO THE

DEAN OF ST. ANDREW'S, SYDNEY;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,

1 June, 1860.

SYDNEY:

THOMAS RICHARDS, GOVERNMENT PRINTER, PHILLIP-STREET.

1860.

[Price, 1s. 6d.]

579--

1859-60.

DEAN OF ST. ANDREW'S, SYDNEY.

REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 17th February last, to whom was referred "*the Petition from the Churchwardens of St. Andrew's,*" regarding the appointment of the Rev. Wm. M. Cowper as Dean of St. Andrew's, Sydney, have agreed to the following Report:—

In conducting the inquiry into the subject referred to their consideration, your Committee have examined two witnesses, the Rev. George King, Incumbent of St. Andrew's Church, Sydney, and the Very Rev. Wm. M. Cowper, Dean of St. Andrew's; and by the evidence of these gentlemen the following facts have been established.

On the 15th July, 1849, the Rev. Mr. King was appointed to the Incumbency of St. Andrew's Church, Sydney, and ever since that time has been the sole Incumbent of the same,—performing the duties of the office, and drawing from the funds appropriated under Schedule C of the Constitution Act an annual salary of £200, besides an allowance of £25 in lieu of Glebe. This church, which is a wooden structure, was built under the provisions of Sir Richard Bourke's Act for promoting the Building of Churches and Chapels; and, from being a mere ordinary Parish Church, appears to have been afterwards regarded in the additional character of a Cathedral Church,—being described by the Dean of St. Andrew's as answering the purpose of "a temporary Cathedral" until the other, which is now in course of being built, shall be completed.

By a Deed Poll, dated the 10th July, 1858, under the hand of the Bishop of Sydney, the dignity of a Deanery of the Cathedral Church of St. Andrew's, in the City of Sydney, was founded by virtue of the power granted by Her Majesty's Letters Patent, dated the 19th October, 1854; and by another instrument, dated 12th July of the same year, His Lordship conferred on the Rev. Wm. M. Cowper "the office and title of dignity of Dean of" the "said Cathedral Church, by the style and "title of Dean of Sydney"; and further committed to the said Dean of Sydney "full and complete Archidiaconal jurisdiction and authority "within the said City of Sydney and the suburbs thereof."

At the time of this appointment it appears that the Rev. Mr. Cowper was Minister of St. John's, Bishopsthorpe; but that on 1st August, 1858, he was translated from that charge to the Incumbency of St. Philip's, Sydney,

Sydney, which office he still holds. As Dean of St. Andrew's, the Rev. Mr. Cowper draws a salary of £300 per annum from the Colonial Treasury; and, as the Incumbent of St. Philip's, a salary of £160 per annum from the same source, besides £150 from the Glebe Funds,—making in all, for this plurality of offices, £610 a year.

The Petitioners allege “that the office of Dean of St. Andrew's Cathedral in the person of the said Rev. Wm. M. Cowper, who is the acting Incumbent of St. Philip's Church, is a mere sinecure, no duties having ever been performed by him in connection with St. Andrew's Cathedral Church, in consideration of such salary.”

On this point, which your Committee regard as the most important involved in the inquiry—and indeed the only one with which, it is conceived, they have any right to deal—the evidence given by the Rev. Mr. Cowper himself appears to be conclusive, as will be seen from the following extracts:—

- “ 260. * * * * * * * * * * what
 “ salary do you receive as Dean of St. Andrew's? £300 per annum.
 “ 261. From what source is that paid? From the Colonial Treasury.
 “ 262. From the same source from which you derive your salary as minister of St. Philip's
 “ Church? Yes.
 “ 263. With regard to the duties attached to this office, is it true, as stated in the petition,
 “ that there are no duties belonging to the office? In answer to that question, I should state
 “ that the office of Dean of St. Andrew's is not my correct title; I am Dean of Sydney as
 “ well as Dean of St. Andrew's, and as such, am invested with archidiaconal jurisdiction over
 “ the clergy of Sydney and its suburbs. The two offices of dean and archdeacon are united.
 “ 264. Is there any formal instrument appointing you to that office? There is. I have an
 “ instrument founding a deanery in St. Andrew's, and an instrument collating me to the
 “ office of Dean of Sydney.
 “ 265. Have you any objection to hand them in? (*The witness handed in the same. Vide*
 “ *Appendix A and B.*)
 “ 266. I suppose, under this instrument, founding a deanery there is no appointment of
 “ yourself as dean? No.
 “ 267. Is there under the other instrument? The other instrument collates me to the office
 “ of Dean of Sydney, and the duties which devolve upon me as dean with archidiaconal
 “ jurisdiction in the city and suburbs, are stated in another document at length.
 “ 268. In the collation? Not in the collation; but, rather, I should say, in a paper of
 “ instructions from the Bishop which accompanied it; and which I have here. (*The witness*
 “ *handed in the same. Vide Appendix C.*)
 “ * * * * * * * * * *
 “ 307. When were you appointed Dean of St. Andrew's? On the 12th July, 1858.
 “ 308. Is the cathedral of St. Andrew's finished? It is not.
 “ 309. Is divine service performed in any part of the cathedral? It is not.
 “ 310. Have you ever preached in the cathedral? I have not.
 “ 311. What are the duties of dean of a cathedral according to the practice of the Established
 “ Church of England and Ireland? He is next to the Bishop, the chief minister in the
 “ Church. His duties are to conduct divine service during a portion of the year, to preach,
 “ and he is to reside a certain time, I think about ninety days in the year, in the cathedral
 “ or its precincts.
 “ 312. Have you ever, according to that practice, conducted divine service in the cathedral
 “ of St. Andrew's or resided within the cathedral or its precincts? That is quite impossible,
 “ inasmuch as it has had no roof upon it until recently.
 “ 313. You say you receive your salary merely as Dean of Sydney, and sign a receipt for it?
 “ Yes.
 “ 314. Do you sign a receipt for that salary in virtue of the performance of any duties as
 “ dean? I do, as Dean of Sydney, with archidiaconal jurisdiction.
 “ 315. According to your definition of the duties of dean, you have never resided within the
 “ precincts of the cathedral, nor have you performed divine service within the cathedral? I
 “ have stated that I have not.
 “ 316. Then, according to the English practice, you receive a salary of £300 a year for not
 “ performing the duty of dean? I receive a salary of £300 for performing duties which
 “ have been delegated to me by the Bishop —.
 “ 317. I am asking you with reference to the duties of dean, according to the English
 “ practice? The Bishop has connected with the office of dean certain duties, for which I
 “ consider myself entitled to a salary.
 “ 318. What are the duties for which you conceive you are entitled to a salary—are they
 “ the archidiaconal duties you have alluded to? They are.

“ 319. Do you know of any case where the dean of a cathedral church in England or Ireland has had tacked on to the office of dean the performance of archidiaconal duties, in virtue of his appointment as dean? I am not acquainted with the practice in England, having been in this Colony for more than the last 24 years.

“ 320. Do you know of any case of a similar kind in practice of the Church of England and Ireland? I do not, of my own knowledge. I believe such was the practice formerly in England.

“ 321. When you say formerly, do you allude to the present century? I do not.

“ 322. How many centuries back? Several centuries back.

* * * * *

“ 365. When do you expect to be in performance of the duties strictly connected with your appointment as dean of the cathedral church of St. Andrew's? I am not in a position to answer that question; I should think it would be not less than two years from the present time. Great progress has been made towards the completion of the building, but there is a great deal to be done with regard to the internal arrangements, which I should think would hardly be completed within the next two years.”

According to these statements, the only duties which Mr. Cowper professes to perform, under his appointment of Dean of Sydney, are of a purely Archidiaconal character, and your Committee believe that it is several centuries since any case occurred in England of such a union of offices as that of Dean and Archdeacon.

The foregoing allegation of the Petitioners, therefore, appears to be substantially correct.

Into the question as to how far the Bishop of Sydney is authorized to appoint Dignitaries in the Church, of which his Lordship is the spiritual head in this Colony, your Committee do not think themselves called on to inquire. But, whatever may be the precise nature of the Bishop's powers in that respect, it is clear to your Committee that the appointment of a dignitary without a function—of an officer without a duty—is an abuse of those powers, and that the payment of any salary to such an officer out of the public Treasury is a misappropriation of the public money, equally unwarrantable and indefensible.

J. BLACK,

Chairman.

*Legislative Assembly Chamber,
Sydney, 1 June, 1860.*

PROCEEDINGS OF THE COMMITTEE.

WEDNESDAY, 11 APRIL, 1860.

MEMBERS PRESENT:—

Mr. Black,	|	Rev. Dr. Lang,
	Mr. Plunkett.	

J. Black, Esq., called to the Chair.

Resolution of the House, dated the 17th February last, appointing Committee and referring Petition, read.

Original Petition produced, and copies laid before Committee.

Mr. Plunkett submitted the following objections, entertained by that gentleman personally, to proceeding with the subject of inquiry:—

1. That he was unable to recognise the right or policy of inquiring into the discipline of any particular church.
2. That not being a member of the United Church of England and Ireland, he was unconcerned in the internal administration of its affairs.

Committee deliberated.

Mr. Plunkett withdrew.

A quorum of Members not being present, Committee

[Adjourned till Friday, 13th instant, at *half-past Ten* o'clock.]

FRIDAY, 13 APRIL, 1860.

MEMBER PRESENT:—

Mr. Black.

In the absence of a quorum of the Committee, the meeting convened for this day *lapsed*.

WEDNESDAY, 25 APRIL, 1860.

MEMBERS PRESENT:—

J. Black, Esq., in the Chair.

Mr. Faucett,	|	Rev. Dr. Lang,
Mr. Garrett,	Mr. Samuel.	Mr. Piddington,

Committee met pursuant to summons.

Minutes of Proceedings at the first meeting read.

Committee deliberated upon the course of inquiry to be adopted.

Motion made (*Mr. Piddington*) and *Question*—That the Rev. G. King, Incumbent of the Parish of St. Andrew, and the Very Rev. W. M. Cowper, Dean of Sydney, be summoned to give evidence at the next sitting—*agreed to*.[Adjourned till Wednesday, 2nd proximo, at *Eleven* o'clock.]

WEDNESDAY, 2 MAY, 1860.

MEMBERS PRESENT:—

J. Black, Esq., in the Chair.

Mr. Faucett,	|	Mr. Piddington,
Mr. Garrett,	Mr. Samuel.	

Rev. G. King, *Incumbent of the Parish St. Andrew, Sydney*, called in and examined.Very Rev. Dean Cowper *present* while Mr. King gave evidence, but leaving, by permission, before its conclusion, was not examined *this day*.

Examination of the Rev. Mr. King concluded.

Witness withdrew.

Committee directed the attendance of the Very Rev. Dean Cowper to be summoned for Tuesday next, at eleven o'clock,—the Rev. Mr. King having been apprised of such meeting by the Chairman.

[Adjourned accordingly.]

TUESDAY,

TUESDAY, 8 MAY, 1860.

MEMBERS PRESENT :—

J. Black, Esq., in the Chair.

Mr. Garrett, | Mr. Piddington.

Rev. G. King, and
Very Rev. Dean Cowper, *present*.
Very Rev. W. M. Cowper, *Dean of Sydney*, examined.

And a question having been put to witness, whether, since his appointment as Dean, the rights and privileges of the Rev. Mr. King had been in any way infringed, and
Objection taken thereto by Mr. Faucett.

Witness and party withdrew.

Committee deliberated upon the objection urged, viz., That any consideration of the ecclesiastical rights and privileges attached to the position of the Rev. Mr. King would tend to divert the Committee from their proper range of inquiry.

Committee resolved to waive any further question on the subject referred to.

Witness and party called in.

Rev. G. King, and
Very Rev. Dean Cowper, *present*.
Examination of the Very Rev. W. M. Cowper, *Dean of Sydney*, concluded.

Witness withdrew.

Committee directed that the Rev. Mr. King be summoned to give further evidence at the next sitting, and that the Very Rev. Dean Cowper be pre-informed of the same being held.

[Adjourned till Tuesday, 15th instant, at *Eleven* o'clock.]

TUESDAY, 15 MAY, 1860.

MEMBERS PRESENT :—

J. Black, Esq., in the Chair.

Rev. Dr. Lang, | Mr. Piddington.

Rev. G. King, *present*.
Rev. G. King, *Incumbent of the Parish of St. Andrew, Sydney*, further examined.
Witness withdrew.

Committee deliberated relative to succeeding steps in the matter, and
Resolved, That the Question presented in the Petition, as developed by the Evidence taken, be considered at the ensuing meeting.

[Adjourned till Tuesday, 22nd instant, at *Eleven* o'clock.]

TUESDAY, 22 MAY, 1860.

MEMBERS PRESENT :—

J. Black, Esq., in the Chair.

Mr. Faucett, | Mr. Piddington,
Rev. Dr. Lang, | Mr. Samuel.

Committee deliberated, reviewing the several allegations contained in the Petition. Chairman instructed to prepare Draft Report for consideration at the next meeting.

[Adjourned till Tuesday, 29th instant, at *Eleven* o'clock.]

TUESDAY, 29 MAY, 1860.

MEMBERS PRESENT :—

J. Black, Esq., in the Chair.

Rev. Dr. Lang, | Mr. Piddington.

The Chairman informed Committee, that as copies of the Evidence had but now been obtainable, it might better suit the convenience of several members to defer proceeding with a Draft Report until the following meeting.

Committee deliberated.

Directions given for the circulation of the evidence.

[Adjourned till Thursday, 31st instant, at *Eleven* o'clock.]

THURSDAY,

THURSDAY, 31 MAY, 1860.

MEMBERS PRESENT:—

J. Black, Esq., in the Chair.
 Rev. Dr. Lang, | Mr. Piddington,
 Mr. Samuel.

The Chairman laid before Committee a Draft Report.
 Committee deliberated.
 Draft Report read 1°.

[Adjourned till to-morrow, 1st proximo, at *Eleven* o'clock.]

FRIDAY, 1 JUNE, 1860.

MEMBERS PRESENT:—

J. Black, Esq., in the Chair.
 Rev. Dr. Lang, | Mr. Piddington,
 Mr. Samuel.

Committee met to further consider Draft Report.
 Draft Report read 2°.
 And the same having been *verbally* amended,—
It was Resolved, That this be the Report of the Committee.
 Chairman requested to report to the House.

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1859-60.

Legislative Assembly.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

IN REFERENCE TO

THE DEAN OF ST. ANDREW'S, SYDNEY.

WEDNESDAY, 2 MAY, 1860.

Present:—

MR. BLACK,		MR. PIDDINGTON,
MR. GARRETT,	|	MR. SAMUEL,
	MR. FAUCETT.	

JOHN BLACK, Esq., IN THE CHAIR.

The Rev. George King called in and examined:—

1. *By the Chairman:* Mr. King, what office do you hold in connection with the Church? That of Incumbent of St. Andrew's.
2. Incumbent of St. Andrew's? Incumbent of St. Andrew's Church, Sydney.
3. You are a regularly ordained clergyman? I am a regularly ordained clergyman.
4. Where were you ordained? In Christ's Church, Belfast, as deacon; and in my own Church at Holywood, as priest, by the Bishop of Down.
5. By the Bishop of Down? Yes; by Bishop Mant, the author of Mant's Bible.
6. Did you officiate in the capacity of priest in any church? I did.
7. In what church? Holywood Church.
8. For how long? I was more than a year there as priest.
9. And after that you came to this Colony? I came direct from there to Western Australia. I was appointed by the Gospel Propagation Society as their sole missionary in Western Australia, which, during my residence there, constituted a portion of the diocese of the late Dr. Broughton, Bishop of Sydney. My appointment to that Colony was accompanied by an authority from the Archbishop of Canterbury, to select my own place of abode there, and to extend my administrations as widely as I thought proper over the whole territory. After a residence of more than seven years there—
10. In Western Australia? After a residence of more than seven years in Western Australia, I was appointed by the late Bishop Incumbent of St. Andrew's Cathedral Church, with the parish annexed.
11. When did that appointment take place? On the 15th July, 1849.
12. By Bishop Broughton? By Bishop Broughton; the same Bishop that corresponded with me in Western Australia, and who was my Bishop there. I was in his diocese, and have been in this diocese for about nineteen years.
13. Did the Bishop offer the appointment to you? The Bishop offered the appointment to me without my seeking.
14. And you were appointed in July, 1849? In July, 1849.
15. Did you then actually commence to perform the duties? I then entered upon the duties. Previously to that time I performed full service in St. Andrew's Cathedral Church, and I have continued since that time as the sole incumbent.

The Rev.
George King.
2 May, 1860.

- The Rev. George King.
- 2 May, 1860.
16. At what salary? I received £200 per annum from the Government, from the beginning.
17. And has that same salary been continued to you ever since? That same salary has been continued to me ever since; together with £25 per annum in lieu of a glebe, which the late Bishop promised should be continued to me.
18. And do you still enjoy that sum of £25? I have, up to the present year; but Mr. James tells me that this year it will be discontinued.
19. The £25? He tells me so.
20. On what grounds? That is for Mr. James to explain.
21. Did Mr. James not assign the reason for its withdrawal? He was not particular in assigning reasons; he wished to make it appear that the Bishop could not do it.
22. That there was a deficiency in the funds? I can scarcely say that he stated it so. I do not know that there is a deficiency in the funds.
23. Then, so far as Mr. James' communication goes, you are left wholly in doubt as to the withdrawal of the £25? Yes.
24. Have you expressly acquiesced in the —? I have demurred against it, because it was a direct promise from the late Bishop in his own office. That promise was given as an inducement for me to remain here; for, at that time, I was unwilling to remain. The Bishop held it out as a reason why I should not be apprehensive about my children.
25. Is that the whole emolument you derive? No; my parishioners always give me very good Easter offerings, and contributions beside, to a considerable amount.
26. But everything beyond the £200 and the £25 is voluntary? Yes; voluntary contributions.
27. Have you officiated in this diocese since your appointment in 1849? Yes, ever since.
28. Are there any ministers beside yourself connected with this Church of St. Andrew's? It is stated that there are nominal canons; but I have no authority for it. The late Bishop never mentioned it to me. It never was announced until six weeks after the departure of the late Bishop from this country, that canons had been nominated by him.
29. The Bishop has stated that canons are appointed to this church, has he? Not to my knowledge. I should have received the announcement. But, more than six weeks after the departure of the late Bishop, Mr. James signified that there were canons appointed. I would regard them as nominal officers. They cannot be legal officers. I never interfere with them, nor they with me.
30. You are aware that the Rev. Mr. Cowper was appointed Dean of St. Andrew's? I am aware that he was appointed dean, nominally, of the Church of St. Andrew's.
31. How were you made aware of that fact? First, in the public prints—in the *Sydney Morning Herald*.
32. Had you no intimation on the subject from the Bishop? None whatever; not in the slightest degree. On the contrary, the Bishop told me that he had consulted upon the subject at Home, and that he thought he would appoint himself dean.
33. Appoint himself? Himself. There was some difficulty in the matter suggested to him at Home, it appears —.
34. Then you gathered from the public prints that this appointment had taken place? I gathered from the public prints that this appointment had been made.
35. Well, have any duties been performed in your church in consequence of that appointment, since it took place? None whatever.
36. Did you expect that the gentleman appointed (Mr. Cowper) would enter upon the performance of any duties? If it had been a legal appointment. He ought to have been installed. He could not receive a salary until he had been installed and properly instituted.
37. No duties have been performed in the church by him publicly? None whatever.
38. Are you aware of any duties whatever that are performed by Mr. Cowper in connection with this appointment? None whatever.
39. You do not know of any? I do not know of any, and I believe there are none performed by him in connection with St. Andrew's Cathedral Church.
40. You believe there are none, but you do not know it as a positive fact? There could be none performed in connection with my church without my knowledge.
41. You are aware that a petition was presented to the Legislative Assembly on this subject? Yes.
42. By the churchwardens of St. Andrew's Cathedral Church? Yes.
43. Do you know that this appointment excited dissatisfaction on the part of the churchwardens and congregation generally? Yes, it created great dissatisfaction.
44. On what ground did they feel dissatisfied with the appointment—what grounds did they assign? They felt dissatisfied because they perceived that it was an interference with my office as incumbent.
45. Did the feeling of dissatisfaction arise from the fact of your not having been appointed dean instead of Mr. Cowper? I have heard that stated by some —.
46. Or was it to the appointment of a dean at all in connection with the Church? I do not know exactly as to the "appointment of a dean at all." I do not hear that there would be any great dissatisfaction felt at the appointment of a dean, if it did not interfere with individual interests. For instance, a nominal dean might be appointed, as in other Colonial cathedral churches—in Adelaide and Melbourne. But the ministers of those churches have been appointed deans, so that there has been no interference with the interests of other parties.
47. Then the churchwardens conceive that an injustice has been done to you? Yes, in a double sense.
48. In what did this alleged injustice towards you consist, in their opinion? The Bishop of Sydney has written to the Archbishop of Canterbury, to state that in two years from the period of his writing that letter —.

49. What letter? A letter of the Bishop's, dated the 9th September, 1858, the new cathedral would be ready for consecration, and that Mr. Cowper would enter upon his duties there as dean. The Rev. George King.
50. Two years after the date of the appointment, do you mean? No; two years after the date of the Bishop of Sydney's letter. This is the letter. 2 May, 1860.
51. From whom is that letter? The Bishop of Sydney.
52. To whom? The Archbishop of Canterbury. It states—"The cathedral will probably be completed in two years, and the dean, who is at present the incumbent of an adjoining parish, will enter upon his duties at the cathedral." (*Letter handed in. Vide Appendix A.*)
53. Is this the actual letter itself? That is a copy of the letter.
54. *By Mr. Samuel*: How did you obtain a copy of that letter? It was sent to me from the Bishop's office.
55. *By the Chairman*: You were going on to answer that question as to what it was in which the injustice consisted, which, in the opinion of the churchwardens, had been done to you? Yes; it is considered that Mr. Cowper will supersede me in that cathedral. He, as the dean, if he come to officiate there, must be the rector. I am the rector as incumbent of the church; there cannot be two rectors. When he comes there, of course it will be to take my place.
56. They do not then mean to say that any injustice has yet been done, but this they look upon as a preliminary? As imminent. There are very few months now to come till the month of September, when the Bishop stated that the dean would commence his duties there.
57. In September, 1860? Yes, two years, from September, 1858, will be September, 1860.
58. And then, is it expected by the churchwardens that you will be succeeded to all intents and purposes? They consider it illegal; I do not suppose they would permit it.
59. But has the Bishop intimated to you, or has it been intimated to you from any quarter, in distinct terms, that the Dean of Sydney is to supersede you as incumbent? I think so. The terms of that letter shew that it is intended that he should be dean, and if he is to come there as dean of my church he is to supersede me; it was fully understood that no person should supersede me in that cathedral church except the Bishop himself.
60. *By Mr. Piddington*: Have you any letter to shew that? The Bishop called it my own church, and on my entering upon my duties there he encouraged me with hopes and expectations that within a period of three years from my entering upon office there, I should be amply repaid for all the inconveniences to which I might be subjected in the temporary building, by the spacious structure which we were erecting in its stead. And as an assurance that my interest should not be effected by the transference from the wooden to the stone building, his Lordship placed in my hands a letter from the Colonial Secretary, addressed to him upon the subject, as a guarantee to me that my rights would be respected by the Government as well as by the Church. Unforeseen circumstances prevented the completion of the building within the period of time specified by the Bishop.
61. While you are going on it may be as well, perhaps, to refer to the letter of the Colonial Secretary of the day, to which you have alluded—have you that letter? The Bishop placed it in my hands.
62. A letter from the Colonial Secretary to yourself? To the Bishop of Sydney.
63. And the Bishop placed this letter in your hands for the purpose of doing away with those apprehensions you had? Yes, this is the letter (*produced*). The Bishop gave me that letter to retain as a guarantee that I should be secure until we entered the new cathedral —
64. *By Mr. Piddington*: In what way does that affect the right of the Bishop to appoint a dean, or affect the incumbent of the parish of St. Andrew's—that appears to me to be merely a letter stating that the matter should not be interfered with until the cathedral is completed? The temporary cathedral is as much a cathedral as the other building.
65. It only refers to the assurance of the Government that the building now used should not be interfered with? Yes, and that his object in giving it to me was to give me the assurance that I should not be left without a church.
66. *By the Chairman*: This letter appears to refer merely to the site of the building? Yes.
67. *By Mr. Samuel*: That letter is dated 1848; your appointment was in 1849? The Bishop held that letter. It is probable that he may have given it to some other clergyman before he gave it to me. It is very much worn.
68. *By the Chairman*: In the petition to which you have referred, there is an allegation to this effect: that your petitioners' predecessors in office regarded this movement as an aggression upon the rights and privileges of their minister, and protested against it; that is to say, the predecessors in office of these gentlemen as churchwardens? As churchwardens.
69. They regarded the appointment of a dean as an aggression upon the rights and privileges of their minister, and protested against it? Yes, just so.
70. Now, what right or privilege of yours has been invaded by the appointment of a dean? The dean would be regarded as the rector, but the incumbent is the rector. I am the rector. There cannot be two rectors of that church, and in order to prevent his coming in to supersede me on the consecration of the new building—which might take place very soon—they wished to preclude the occurrence of that evil, to prevent it—and they protested against it.
71. Was it a written protest? A written protest.
72. Delivered to whom? To the Bishop.
73. Did any procedure follow on the lodging of that protest? None whatever. The Bishop retained it.

- The Rev. George King.
- 2 May, 1860.
74. Were the petitioners informed afterwards by the Bishop in what light he viewed this protestation on their part? He received it stating that he did not wish to enter into any controversy with them, and would have no further communication on the subject.
75. And no further correspondence has taken place between them? I protested against the appointment myself.
76. To whom—to the Bishop? And through the Bishop to the Archbishop of Canterbury.
77. Was that a written protest? A written protest.
78. Have you a copy of that protest? I have.
79. Have you any objection to produce it? None whatever.
80. Does that protest set forth the injury to which you conceive you have been subjected by the appointment? Yes; it states that I protest against the present nomination of a dean as an act of injustice to myself, inasmuch as it is calculated, if carried into effect, to supersede me in St. Andrew's Church.
81. Will it necessarily produce a change in your position? It will necessarily affect me as incumbent of the church very seriously indeed.
82. But not, I presume without further action on the part of the Bishop? If the Bishop will do as he stated in his letter to the Archbishop of Canterbury, (in which one would presume he was in earnest) it would have a very serious effect on me. You will perceive by reference to the original appointment of a minister, that the clergyman was appointed with reference to the new cathedral. I would refer to the Minute of Council upon the point, and the Bishop's letter. In a Minute of Council of the 14th of November, 1840, of which this is a brief extract, there are these words:—"Cathedral Church of St. Andrew's. Application for allowance of stipend for a minister, appended to Minute No. 40-16."
83. Is that a copy of a Minute of the Executive Council of this country? Yes, with reference to St. Andrew's Church—"with reference to the proceedings."
84. How did you get possession of this? From the Colonial Secretary's Office. (*The witness read the same. Vide Appendix B.*)
85. In what communication does he state that? In a letter to the Colonial Secretary, September 4th, 1840, with reference to the Minute of Council, No. 40-16. (*The witness read the same. Vide Appendix C.*) The 16th May, 1837, to which reference is here made, was the day on which the foundation stone of the new cathedral was laid by Sir Richard Bourke.
86. When was this church first called a cathedral? It was called from its beginning nominally a cathedral.
87. From the beginning? I think the first Governor that talked of making it a cathedral was Governor Macquarie; but the foundation stone was laid by Sir Richard Bourke.
88. Supposing that your services, instead of being performed in the present church, were to be performed in the new cathedral church; would you, in consequence of that change become entitled to a higher salary? No, I should not be entitled to any higher salary, because I am in the cathedral now as much as I could be if the new building were ready. From the moment of my entering on duty, all the public services which are generally held in cathedral churches have been performed there. In fact from the opening of St. Andrew's temporary cathedral church it has been always a cathedral.
89. The church in which you officiate has been? The church in which I officiate has been a cathedral, and all the ordinations have been performed there up to the period of this appointment of Mr. Cowper nominally as dean—all the ordinations and confirmations generally, visitations, valedictory services of the Bishop, and services preparatory to synodical action.
90. You consider your church, then, to have been a cathedral, in the same sense in which we use the word in reference to a cathedral church in England? Oh, certainly not. It is not legally a cathedral church; it is only nominally so. We never can have a cathedral in this country in that sense. It is merely nominally a cathedral. Spiritually we have all the services, and I am the minister and perform all those services. If a dean is appointed he comes in and supersedes me in the performance of many of my services—which, as the incumbent, I am entitled to perform myself.
91. But so far you have not been superseded in the performance of any duty? So far I have not actually been so.
92. Do you not know of any duties the dean performs in connection with this office? None whatever.
93. You do not know of any? None whatever.
94. But he performs none in your church? None whatever in my church.
95. Then do I understand the churchwardens to complain of an appointment having been made to the church of which they are officers without their concurrence—without their sanction? I do not think they would interfere in the appointment. I do not think they wish it to be done by their sanction, but they wish to see justice done. They do not wish to see an aggression on the rights of their minister.
96. *By Mr. Piddington:* I perceive by the first clause of the Petition of the Churchwardens of St. Andrew's they state "that the Reverend George King is the licensed Minister and Incumbent of St. Andrew's Cathedral Church with the parish annexed,"—are you aware of any example in the practice of the Church of England and Ireland that affords a precedent for this statement.—I mean, can any minister be a minister and incumbent of a cathedral and of a parish at the same time? Of a cathedral and the parish annexed!—yes, the parish is annexed to that cathedral.
97. Is not the church to which you are appointed an ordinary parish church? It was built according to the provisions of Sir Richard Bourke's Act for the erection of churches and chapels.

98. But is it not a parish church? In that respect it must be a parish church, because there is no provision in Sir Richard Bourke's Act for the erection of a cathedral, and there was no special Act of Parliament constituting St. Andrew's a cathedral.
99. Then you view yourself as the incumbent of a parish church? A parish church constituted by the Bishop—so far as he can constitute it—a cathedral, but not recognised by law as a cathedral.
100. Is such an incumbency as yours one that would be recognised by the discipline of the Church of England as an incumbency in reference to any cathedral? There is no parallel whatever between the circumstances of a cathedral at home, appointed by law, and under the old *regime* of the Church of England and St. Andrew's Cathedral in Sydney. There is no analogy whatever existing between them. If you make that inquiry nominally I can give you a reply. I was the minister, before I came out here, of a nominal cathedral church. The Bishop resided in my parish and performed his ordinations in my church.
101. Are you alluding to an English bishopric? Yes.
102. What is the diocese? The diocese of Down.
103. Of Down? Of Down.
104. *By Mr. Garrett:* In Ireland? In Ireland. I lived in the glebe house and was the minister. I was only the minister of the church, and the Bishop performed his ordinations there. I was ordained in that church myself.
105. *By Mr. Piddington:* Is there any cathedral in the diocese of Down? Yes; but the Bishop seldom went to it; it was very inconvenient; he residing near, found it convenient to perform his ordinations in my Church.
106. But you do not know any example according to the practice of the Church of England and Ireland of a minister of the parish being necessarily connected with a cathedral which may be built in that parish? There are various arrangements made in the several cathedrals.
107. But do you know any example in the practice of the Church of England and Ireland similar in fact? It is not necessary that it should be, because we have no parallel —.
108. I am not asking you whether it is necessary —? My experience is not very extensive, and my explanation on that point would be of little importance to the question.
109. I am only asking you for an answer,—whether you know of such an example? I cannot mention any just now.
110. I think you stated that all the various divine services and public services usually performed in cathedrals have been performed in the parish church of St. Andrew's? They have been all.
111. Has a daily religious service been performed in St. Andrew's parish church? It has been.
112. There is religious service there daily? I had it there until I found my duties so heavy that it was impossible to continue it; but for years I did perform a daily service, so far constituting it a cathedral. But you will find by reference to the late Bishop's correspondence I was to have had an assistant.
113. I am not asking you the reason why the services were not performed, but simply whether a daily service is performed there? It has been for years.
114. But is it now? I am not able, because the promises of assistance have not been fulfilled.
115. Is a daily service performed? A daily service is not now performed, because it is impossible.
116. But a daily service is part of the usual duties performed in a cathedral, is it not? Yes; and we should have daily service now if I had an assistant.
117. But is it not part of the usual duties? It ought to be.
118. *By the Chairman:* How long is it since those daily services were discontinued? Several years; a reference to the books would tell.
119. *By Mr. Piddington:* Are you aware whether the English Cathedrals are independent of the parish church—cathedrals in England and Ireland? There are various arrangements made. In some cathedrals there is a wing appropriated for the parishioners who reside very near, and the central part of the church is devoted to the large cathedral service. That is in some of the old cathedrals in England.
120. Do you know whether the cathedral of St. Paul's in London, or the cathedral of Westminster are viewed as parish churches by the parishes in which they stand? There might be a parish church in them, but I cannot tell you exactly the circumstances of those particular cathedrals.
121. You are not aware whether the cathedral of Westminster stands in a parish which has a distinct parish church belonging to it? I cannot state just now.
122. Is the cathedral of St. Andrew's in a fit state for cathedral worship? It is.
123. To what building do you now allude? To the temporary building.
124. I am not alluding to that, I am referring to the stone building? To the stone building?
125. Yes, the stone building? The stone building is not ready yet.
126. Then no portion of the building in course of erection is yet fit for the performance of of divine service? No portion.
127. Have you read the letters patent, creating the Diocese of Sydney? I have.
128. Do you recollect any portion of it, authorising the Bishop and his successors to found one or more dignitaries in the cathedral church of St. Andrew's? I do, distinctly.
129. Do you not think that the letters patent confer, by virtue of the clauses contained in them, absolute authority upon the Bishop of Sydney and his successors to found dignitaries in the cathedral church? Nominally so; yes.
130. Not nominally, but really, virtually, actually? It is stated in the letters patent: you have read correctly from them.
131. And are you aware whether the letters patent, creating the Diocese of Newcastle, also

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also confer similar authority on the Bishop of Newcastle? I have not read the Bishop of Newcastle's letters patent.

132. Did you ever know of the office of dean being created before the cathedral was built? Never. It is not legal. The appointment is invalid.

133. I think you stated that upon the appointment of the dean of the cathedral of St. Andrew's that functionary must necessarily become the rector? Must necessarily become the rector.

134. Upon what ground do you arrive at that conclusion? The practice in England. Here there are no temporalities. A dean is appointed in England chiefly with reference to temporalities; he is "a governor secular."

135. And do you know of any case in England where the dean of a cathedral necessarily becomes the incumbent of the parish in which that cathedral is erected? I cannot now give you instances, but I suppose there are cases.

136. What is there in the discipline of the Church of England in reference to the existence of deans that leads you to suppose that when a dean is created he necessarily becomes the rector of a parish? That is the invariable practice of the church.

137. Of the parish in which the cathedral happens to be erected? I do not speak of the parish. He would have no parochial charge. He would be rector of the cathedral. I am speaking with reference to the church. He does not at any time pretend to have any parochial charge. The aggression is upon my rights as the incumbent of the church, not with reference to the parish.

138. Cannot you conceive it possible that you might still remain incumbent of the church of St. Andrew's, and that a dean might be appointed to the cathedral after a similar mode to the practice in England? If I submitted to be degraded, it might possibly be so; but on no other terms could it be so, and that degradation is what I told the Bishop I never should submit to.

139. Is not the dean of the cathedral the principal dignitary connected with it? He is the principal dignitary.

140. And have you any evidence to shew that you were ever appointed to such an office? There could not be a legal appointment.

141. No, I am not speaking legally, have you any evidence to shew that you were appointed as the principal dignitary? Yes, I was appointed the principal dignitary there. There never was any one above me in the cathedral but the Bishop.

142. What evidence have you to shew that you were so appointed? My appointment.

143. What is that appointment—to what office? Minister of St. Andrew's Church.

144. But it appears to me that does not prove that the appointment of minister to St. Andrew's Church is one equivalent to the appointment of the principal dignitary of the cathedral? When his late Majesty King William the Fourth wished to compliment this Colony, after consulting the Duke of Wellington in reference to the matter, he presented St. Andrew's Church with a piece of plate. He consulted, on that occasion, as to what was the character of the church, and in what terms he should place the inscription upon it; and this is the inscription:—"Presented for the office of the Holy Communion by His Majesty King William the Fourth to the Church of St. Andrew's, Sydney, in his Colony of New South Wales. Anno Domini 1835." That is the inscription upon all our plate.

145. Do you question the authority of the Bishop of Sydney to appoint a dean? To appoint a dean over my head—I do.

146. Upon what grounds? Because he cannot supersede me without shewing cause.

147. You use the expression "supersede."? Yes, supersede.

148. The question is then, whether you are dean. Have you been appointed dean? I have performed all the services quasi dean; but, of course, the dean's is a mere nominal appointment, as the canon's are a nominal appointment.

149. Do you call that appointment nominal which is connected with the receipt of public money? There I object to the appropriation of the public funds.

150. It is not whether you object or not:—Do you call that a nominal appointment which is connected with the receipt of public money? My object is to ask the Legislative Assembly to disallow the continuance of such payment of money.

151. What your object is, is no answer to my question. Do you call that a nominal appointment which is connected with the receipt of salary from the State, in virtue of that appointment? The salary, I suppose, makes it very substantial.

152. *By Mr. Garrett*: Nominal, as regards its duties? Nominal as regards the appointment, and as regards the duties too.

153. *By Mr. Piddington*: What are the duties of a dean in accordance with the practice of the Church of England and Ireland? To reside in the cathedral for a certain portion of time, and to preach there, and to see that the services are performed.

154. *By Mr. Garrett*: Purely spiritual? No, they are more of a temporal character. The appointment is that of a governor secular over the temporalities; and also attached to that are the conditions that he must reside in the cathedral during a certain period of time every year, and preach there during a certain portion of the year, and see that the services are performed in his absence.

155. *By Mr. Piddington*: You describe the duties as including a residence for a certain portion of the year, and preaching sermons during that period of residence? That is necessary.

156. Are you aware whether such duties have been performed by the present Dean of Sydney? I am aware that that they have never been performed by him.

157. Are you aware whether any functions connected with the discharge of the duties of a dean have been performed by the present Dean of Sydney? None whatever.

158. Then in what way can you explain the appropriation of a sum of public money to the office of dean, when according to your statement, the officer has performed no duties whatever? I think it was a misappropriation. The Rev. George King.
159. Have you ever heard in the practice of the Church of England and Ireland of a dean being appointed to a cathedral, and that that officer is then called upon to perform the duties of an archdeacon? The Bishop states that that has been recommended. 2 May, 1869.
160. Have you ever heard of it? I have never heard of it.
161. Are the duties of a dean in any way necessarily connected with the duties of an archdeacon? No; it is expressly stated that a dean's church is exempt from the jurisdiction of the archdeacon according to law—which shews that they must be distinct.
162. Have deaneries in England any cure of souls? No, not generally. Not according to law.
163. Is not that a proof that a dean, as such, has no parochial duties to perform? He has no parochial duties to perform as dean.
164. *By Mr. Garrett:* Do you consider that the Legislature have anything to do with your appointment as a minister of the Church of England? I should think they have. They vote certain sums of money for the church.
165. But that is a payment, that is not an appointment? The Governor has something to do with it; and of course the Legislature are the highest judicial body of the Colony.
166. Your appointment to this Colony, I think you have already stated, emanated from Bishop Broughton? From Bishop Broughton.
167. And have you any reason to believe that he consulted the Government of this Colony in reference to your appointment? No, I have no reason to think so.
168. How do you expect the inquiry we have now entered upon to aid you? In this respect—I consider that the appropriation of funds from the public revenue is a sanction of the appointment; and as the Legislature is the highest judicial body in the Colony, I call upon them for protection and redress under this grievance of which I complain. They can afford this by withholding their sanction from the granting of £300 per annum to the so-called Dean of St. Andrew's Cathedral.
169. But does not that sum of £300 come out of the £28,000 we call Schedule C? I believe it does. But my impression is that the Legislature have control over everything regarding pounds, shillings, and pence, and more especially since constitutional Government has been established.
170. Are you not aware that the Governor can appropriate the £28,000 without the sanction of the Assembly at all—it being a reserved schedule in the Constitution Act—are you not aware that he can appropriate that amount without the interference or without the authority and beside the control of the Legislature? Perhaps he can.
171. Well, if that be the fact, does it not place that portion of this inquiry beyond our control? I do not see exactly that it does. I think if there is a grievance—if there is a wrong in reference to which a member of the community at large appeals to your body, you will endeavour to redress that grievance.
172. Does it not strike you as a question of law more? As a question of law then, I state that it is an illegal appointment, and that the granting of money towards it is an illegal appropriation of money from the public revenue.
173. But the appointment of those dignitaries rests with the Bishop? That is the point on which we are at issue just now.
174. Is it not a question affecting the internal government of your church? I think the appropriation of public funds—
175. The appointment I mean? Yes. Perhaps the appointment itself is scarcely to be interfered with by the Legislature.
176. How does the appointment of Dean Cowper affect your present position—it does not affect your receipts? It does not affect my receipts, but it affects my own position in my own church very materially.
177. From what funds are you now paid? From Schedule C.
178. You have £200? Yes.
179. And some extras in the shape of allowance for a glebe? In lieu of a glebe.
180. From what fund does Dean Cowper receive the amount stated in this petition? From the same fund, I believe.
181. Then you do not expect that any interference—supposing we have a right to interfere—would benefit your position in a money sense? By your withdrawing your sanction from his appointment, I think it would benefit me very much.
182. But taking £300 from him would not put £300 into your pocket? I have no intention of the kind.
183. You do not expect our interference to benefit you in a money sense? Not in the slightest degree.
184. *By Mr. Samuel:* You have petitioned the Legislature for relief, on the assumption that it has control over the £28,000 set aside under the Schedule? I think they have some control, and I should like an expression of opinion by the Legislature on the subject.
185. How do you think they have control? I think they have control over all money expended by the State.
186. Are you aware that this money is not subject to an annual vote? Not in a formal way.
187. Are you aware that it is in no way subjected to the Assembly to appropriate? I think if the Assembly expresses an opinion that it is a mal-appropriation, and that no services are performed, the allowance would be discontinued; because you will perceive that Mr. Cowper states month after month, by signing this document—"I certify that the above-named person (Mr. Cowper) was actually employed in the situation and during the period above-mentioned."

- The Rev. "mentioned." He signs in those terms month after month for his £25, and I deny that he
George King has been so employed.
188. What £25? For his monthly payment.
- 2 May, 1860. 189. *By the Chairman*: As dean? As Dean of Sydney, which is an evasion.
190. Does he certify that the service has been performed? Every month he signs the following—"I certify that the above-named person was actually employed in the situation "and during the period above-mentioned."
191. In the situation? In the situation *as dean*. He receives £200 a year as minister of the parish of St. Philip's, and £300 a year as Dean of Sydney, on a separate sheet—different abstracts.
192. *By Mr. Samuel*: You do not, I suppose, dispute the right of the Government to pay a larger sum than £200 a year to any minister of the Church of England? Certainly not. I do not object to it.
193. You do not dispute that question? It would be an illegal payment, because I believe £200 a year is the highest salary allowed by the Government. Anything beyond that is illegal.
194. You consider that? Yes, according to the Temporalities Act.
195. You consider any payment beyond £200 a year to any minister of the church illegal? Yes, except to some of the old chaplains who were appointed according to the old *regime*. They receive £460.
196. Then you would consider the payment of £300 to the dean illegal under any circumstances? Yes, under the present law—until they pass another Act of Parliament. If you please to pass another Act of Parliament on the subject you may give him £300 a year.
197. *By the Chairman*: Are you aware whether Mr. Cowper, as Dean of Sydney, gives any written receipts for the payment of the money he receives in the capacity of Dean of Sydney? I am aware that he does.
198. As Dean of Sydney? Yes.
199. *By Mr. Piddington*: You do not happen to have a form by you? There are numbers of them in the Audit Office. I have seen them. (*Document produced*.)
200. *By the Chairman*: This is an exact copy? The exact copy of what he signs.
201. The only difference in this signature is the manner in which he gives it in? As Dean of Sydney month after month he signs that document.
202. *By Mr. Piddington*: Is it headed "for duties performed as dean of Sydney"? Yes, as Dean of Sydney.
203. This is headed, "Abstract of the Clergymen of the Church of England"? Yes, the Church of England.
204. *By the Chairman*: Is the heading of the other the same? Yes, but he adds here—"as Dean of Sydney."
205. *By Mr. Piddington*: He signs with the title of dean, but he does not describe the duties for which he receives his salary? He states that he was employed in the situation, and during the period, and I think the Legislative Assembly could take action on that account.
206. *By the Chairman*: "In the situation,"—that is to say, "in the enjoyment of the title," for the situation appears to amount to that and no more? It amounts to that only.
207. *By Mr. Garrett*: From your expression just now I should be led to believe that no alteration could take place in the internal government of your church in reference to payments without an Act of Parliament? A larger sum than £200 a year could not legally be granted to any minister under the existing law.
208. You are aware that the Bishop has a much larger sum—how does he come to appropriate so large a sum, if it is contrary to law—can you explain that? No, I cannot explain how the Bishop receives his salary in that way.
209. But supposing you had funds arising from other sources than Government sources, and that they were sufficient to augment the salaries of a few, if not all, the ministers of your communion—could not that augmentation take place without legislative sanction? I do not see how it could when the law expressly states that no clergyman is to receive more than £200 a year.
210. *By Mr. Samuel*: You are aware that the £28,000 is distributed amongst the various denominations according to the population? Yes, according to the population.
211. If then an improper appropriation has taken place of the proportion which belongs to the Church of England, no other denomination but the Church of England, I take it, would have a right to complain? I do not think it would affect any other denominations.
212. You do not see that it would affect any other denominations? I am not sure that it would, but I do not say that it would not, because the reduction of the sum by the amount of £300 is a diminution so far of church revenue.
213. It would give an additional minister to your church? It would give me an additional minister in my church.
214. I do not mean your church, but the Church of England—if they had £200 or £300 extra—a minister and a half? Yes, the Governor General himself objected to the appointment of dean, in the Executive Council, on those grounds.
215. *By the Chairman*: Do I understand you to complain of the appointment of Mr. Cowper as the Dean of Sydney on the ground that it is in your opinion a mal-appropriation of the public funds, and that as a mere member of the state you feel aggrieved on that account? I conceive it to be so.
216. And therefore, as a member of the state, you complain of it? I might complain as a member of the state very properly.
217. And do I understand that the other ground of your complaint is that the appointment
of

of a dean to the cathedral church of St. Andrew's, as it is called, is an indignity to you—that you feel it an indignity? I do. I feel that it would go to supersede me in my own church

The Rev. George King.

2 May, 1860.

218. And, in your opinion, if any such dignitary as Dean of Sydney were to be appointed, you ought to have been the minister appointed? Certainly.

219. That is your view? Yes; but it would be a mere nominal appointment. I never asked it of this Bishop or any other Bishop; but he could not appoint any other while I am the incumbent there.

220. When you say the Bishop could not appoint any other? Without superseding me.

221. You do not mean to say that there is any legal obstacle in the way of his appointing anyone he may think proper? I think there is a legal obstacle.

222. What is the legal obstacle? Because I affirm that I am appointed according to law, and I affirm that the appointment of Mr. Cowper is not according to law, and that his appointment is illegal. Yet the Bishop wishes through that illegal appointment to supersede me in my legal position.

223. Could the Bishop withdraw your license as a clergyman? He could not without shewing cause.

224. *By Mr. Piddington*: In what Court would he have to shew cause? He must determine that. The Bishop can hold no Court.

225. *By Mr. Samuel*: Unless he appeal? It is very questionable whether we have any appeal from here to any other Court. But this is certain—the Bishop has no jurisdiction here. He could not constitute a Court in order to try the question.

226. *By Mr. Piddington*: Do you recollect the circumstance of the late Bishop withdrawing the license of Mr. Russell, the minister of St. Mark's? I remember it well. I was one of the persons called to sit in that illegal Court. I did not know then that it was illegal. I thought the Bishop must know his own duty. I was a stranger here, and I sat in that Court and heard illegal proceedings. The whole matter was illegal and arbitrary from beginning to end.

227. I am not speaking of the Court, but of the power of the Bishop to withdraw licenses from clergymen. Are you not aware that the Bishop has full power, without let or hindrance—seeing that the ecclesiastical laws of England do not extend to the Colony—to withdraw the license from any minister, according to his mere grace and motion? He has not.

228. *By Mr. Garrett*: Has he assumed that power? The late Bishop did in one instance. It was a very sad instance, indeed. Partly in consequence of that proceeding, all the Bishops of the Province assembled together in Sydney, and held a kind of Synod or Conference. At that Synod ordinances were drawn up, in which the Prelates engaged that they would not withdraw a license from any clergyman without a proper inquiry.

229. *By Mr. Piddington*: But any resolutions of that so-called Synod would have no force in law? It would have no force in law.

230. *By the Chairman*: It only imposes a sort of moral obligation as long as they choose to acknowledge it? But all the Bishops are bound by it.

231. *By Mr. Garrett*: The same as one honorable man is bound towards another to observe a solemn engagement? Yes; they are bound by it. Their signatures are attached to it.

232. *By the Chairman*: Now, supposing instead of Mr. Cowper that you had been appointed Dean of Sydney, would you not have considered your appointment, with a salary of £300 a year, to be a violation of the Church Act, which you say limits salaries to £200? Certainly, I should consider the receipt of that £300 as money obtained in an illegal way.

233. That is to say, there is nothing so peculiar in your connection as Dean of St. Andrew's as would have made your appointment more justifiable than that of Mr. Cowper? There would be nothing to justify my receiving £300 a year contrary to law.

234. And your object is not to procure the appointment of dean for yourself? No; I have never sought that. I never sought it from the late Bishop nor from the present. On the contrary, when the present Bishop told me that he thought of appointing himself as dean I never demurred against it,—I never expressed an objection to his doing so. If he had appointed himself as dean it would have been illegal,—it would have been a nominal appointment, and I would have submitted to it, because it would be no degradation to me—the Bishop being in my church. As dean he would not interfere with my rights; but the appointment of a brother clergyman does interfere with my rights in a very different way,—particularly when the Bishop states that he will come into my church—the church to which I am appointed—as soon as it is consecrated, and for which I have been laboring for eleven years. I have exerted myself to build that church, bringing all my influence to bear upon it. The late Bishop himself told me it was my own church. In my place as a member of the Committee for the erection of that church—as incumbent, and as rector, and in every proper place, and by all appropriate means—I have pushed forward the erection of that cathedral church as my own church; and now am I to be told, when it is just near completion, that another clergyman, who was not in this diocese during the eleven years I have been laboring in it, and who has never contributed a sixpence all that time towards its erection, is to supersede me in that church without cause being shewn?

235. Do you not think it probable that, after the cathedral is finished, Mr. Cowper may continue to enjoy the title and draw the salary—interfering as little in the actual performance of your duties then as now? According to the Bishop's statement that is not to be the case. The Bishop states positively that he is to enter upon his duties there.

236. *By Mr. Piddington*: Two years hence? Three or four months hence; two years from September, 1858.

237. Are you aware, Mr. King, of any prebends or canons being appointed in order to form

The Rev. a chapter of the cathedral church of St. Andrew's? We have a notice from Mr. Kerrison
George King. James, which was written long after the departure of the late Bishop, stating that he had
appointed two such persons.

2 May, 1830. 238. Who had appointed? The late Bishop. I know nothing of it, officially. They have
never been instituted.

239. In what capacity? As canons. They have never been installed, nor performed a
single service. They could not be canons without being installed. It would be my duty to
install them, if legally appointed.

240. You have heard of the appointment of two or three persons to the cathedral of St.
Andrew's? The temporary cathedral?

241. You have not heard whether any appropriation of public money has been made in
favor of those dignitaries? They receive nothing as canons.

242. Nor do they discharge any duty in virtue of their appointment as canons? No; and
never have done duty as such.

243. Then, in reference to the discharge of duty, they stand precisely in the same condition
as the Dean of Sydney? Precisely.

244. But with this difference? There is a difference between their position and that of the
Dean of Sydney, in reference to the receipt of public money.

245. But no other difference exists so far as you know? No, not in that respect; but
there is a difference here—the Bishop.

246. I mean with respect to the receipt of public money as between the various dignitaries—
there is no other difference? There is no other difference except this—the Bishop states that
the so-called Dean of Sydney will enter upon his duties in my church.

247. I am now speaking in reference to the receipt of public money, and not concerning the
discharge of duties—there is no difference in respect to the receipt of public money between
the Dean of Sydney and the canons of the cathedral, except that the dean receives money
and the canons do not? Exactly so.

248. *By the Chairman:* But were those canons actually appointed? That is the question.
Mr. James wrote a letter to us. The letter was read by a gentleman at our Board meeting
in the cathedral; but that letter is not an authority. I should like to have it officially
signified to me.

249. Then, no ceremony having taken place in the church, you infer that the appointment
has not actually been made? It is a nominal appointment. They may have been appointed
nominally, perhaps; but the manner in which they have been appointed is very extraordinary.
I was here for several years before the Bishop took his departure. The last act that he
did was to come down to my church and perform a service there—at which I took the most
active part, assisting the Bishop in administering the Holy Communion, and performing the
whole of the service myself. He then drove down to our house, and bade us good-bye; but
he never mentioned to me that he had made any new appointments. More than six weeks
afterwards Mr. James stated that he had nominated three gentlemen as canons.

250. *By Mr. Piddington:* Have you heard the names of the gentlemen appointed canons?
Mr. Grills, Mr. Allwood, and Mr. Walsh.

251. Two of these gentlemen are still resident in the Colony? Yes.

252. And one of them is not a resident here now? One of them is "no more."

253. *By the Chairman:* Is it in consequence of that appointment by Bishop Broughton that
those clergymen enjoy the title of Canon Allwood and Canon Walsh? I suppose so; but it
is a mere nominal, and not a legal appointment.

APPENDIX.

A.

*Sydney, New South Wales,
9 September, 1838.*

My Lord Archbishop,

At the desire of one of my clergy I send to your Grace a letter which he has addressed to
me, in the form of a protest against the appointment of a dean in the cathedral church of St. Andrew's,
in this city.

The clergyman in question is the Rev. G. King, incumbent of the parish of St. Andrew's, in
which the cathedral is being built. He officiates in a temporary church, which, on the completion of
the cathedral, is to be pulled down, and the parishioners of St. Andrew's will be accommodated in the
cathedral itself. The cathedral will, probably, be completed in two years, and the dean, who is at
present the incumbent of an adjoining parish, will enter upon his duties at the cathedral.

Mr. King is apprehensive that the appointment will tend to interfere with his privileges as the
parochial minister; and although I have assured him that such will not be the case, and that the
arrangements for conducting divine service may easily be made so as to suit the convenience of all
parties, he is greatly dissatisfied. I have also declined making him a canon, and vice-dean, as he
requested me to do; at all events I saw no necessity for doing this at present, and several disadvantages
might arise from a premature appointment of this kind. The correspondence I have had with Mr. King
only seems to increase my conviction that the course I have adopted is the proper one.

The gentleman whom I have appointed dean is the son of the late beloved and lamented arch-
deacon. To his character and fitness for the office not a single objection has been raised. On the
contrary, all persons, even those who are commonly opposed to me, have commended this act; and a
Melbourne paper speaks of it as giving satisfaction to all the members of the Church of England
throughout the Australian Colonies.

I regret that your Grace should be troubled with these documents, nor do I see any advantage
which Mr. King can hope from your reception of them; but as I might be exposed to the charge of
dealing unfairly with one of my clergy, and then of being afraid to allow his protest to reach your
Grace, I venture to trespass upon your attention, unreasonable as I feel it to be to do so.

I beg to, &c.,

F. S.

B.

B.

M. 5280.—14 November, 1840.

EXTRACT from Minute of Council, No. 40-16.

26 October, 1840.

The Rev.
George King.
2 May, 1860.

With reference to the proceedings of the 9th of February, 1838, relating to the application of trustees, and allowance of aid towards the erection of the cathedral church of St. Andrew's, in Sydney, for members of the Church of England, His Excellency the Governor laid before the Council an application, under the existing regulations, for the allowance of stipend to the officiating minister, from five hundred and forty-five persons.

The Council advised the allowance of a stipend to the officiating minister, to commence from the date of his license.

W. M'PIERSON.

SUMMARY.

Cathedral Church of St. Andrew's.—Application for allowance of stipend for the minister. Appended to Minute No. 40-16.

(B). Letter from the Lord Bishop of Australia, dated 4 September, 1840.

Second Application from five hundred and forty-five persons.

C.

7 September, 1840.

Laid before the Executive Council, 26 October, 1840.

Minute No. 40-16.—W. M'P.

Sydney, 4 September, 1840.

Sir,

I have the honor to forward herewith, for the purpose of being submitted for the approval of His Excellency the Governor, and the Executive Council, an application, in Form B. for a stipend for a minister in the parish of St. Andrew's, Sydney.

The list contains the names of upwards of five hundred adults, and the sum of £300 having been paid up previously to the 16th of May, 1837, on account of the erection of the cathedral church in the parish bearing its name, the amount of stipend authorised by the regulations will be receivable by the officiating clergyman from the date of his license.

I have, &c.,

W. G. AUSTRALIA.

To the Honorable

The Colonial Secretary.

TUESDAY, 8 MAY, 1860.

Present:—

MR. BLACK,
MR. FAUCETT,MR. GARRETT,
MR. PIDDINGTON,

MR. SAMUEL.

JOHN BLACK, ESQ., IN THE CHAIR.

The Very Rev. William Macquarie Cowper called in and examined:—

254. *By the Chairman:* You are aware, I presume, that a petition was presented to the Very Rev. Assembly by the Churchwardens of St. Andrew's, with reference to your appointment to the office of Dean of St. Andrew's? I am.

255. When were you appointed to the office of Dean of St. Andrew's? I think it was on 8 May, 1860. the 12th July, 1858.

256. Previous to that time, what office did you hold in connection with the church? I was minister of St. John's, Bishopsthorpe.

257. Do you still hold that office? No; I am now minister of St. Philip's, Sydney.

258. When did that change take place? I became the minister of St. Philip's from the 1st August in the same year, 1858.

259. And you are still minister of St. Philip's? I am.

260. In the petition to which I have referred, an allegation is made to the effect "That the office of Dean of St. Andrew's Cathedral, in the person of the said Rev. W. M. Cowper, who is the acting incumbent of St. Philip's Church, is a mere sinecure, no duties having ever been performed by him in connection with St. Andrew's Cathedral Church in consideration of such salary." Now with reference to this allegation of the petition, what salary do you receive as Dean of St. Andrew's? £300 per annum.

261. From what source is that paid? From the Colonial Treasury.

262. From the same source from which you derive your salary as minister of St. Philip's Church? Yes.

263. With regard to the duties attached to this office, is it true, as stated in the petition, that there are no duties belonging to the office? In answer to that question, I should state that the office of Dean of St. Andrew's is not my correct title; I am Dean of Sydney as well as Dean of St. Andrew's, and as such, am invested with archidiaconal jurisdiction over the clergy of Sydney and its suburbs. The two offices of dean and archdeacon are united.

264. Is there any formal instrument appointing you to that office? There is. I have an instrument founding a deanery in St. Andrew's, and an instrument collating me to the office of Dean of Sydney.

265. Have you any objection to hand them in? (*The witness handed in the same. Vide Appendix, A and B.*)

- The Very Rev. W.M. Cowper. 266. I suppose, under this instrument, founding a deanery there is no appointment of yourself as dean? No.
- 8 May, 1860. 267. Is there under the other instrument? The other instrument collates me to the office of Dean of Sydney, and the duties which devolve upon me as dean with archidiaconal jurisdiction in the city and suburbs, are stated in another document at length.
268. In the collation? Not in the collation; but, rather, I should say, in a paper of instructions from the Bishop which accompanied it; and which I have here (*The witness handed in the same. Vide Appendix C.*)
269. Perhaps you can state off-hand in a general way what the nature of the duties of that office is? Privately to advise, exhort, and encourage any clergyman in the performance of his duties; to advise with the Bishop with regard to matters relating to the clergy and their parishes; to inquire from time to time respecting the state of ecclesiastical buildings, the necessity for sub-dividing parishes, and making parochial arrangements; seeking out young men who may be qualified for the ministerial office, or to hold services in places for which clergymen are not available. I have, also on various occasions, been called upon to supply the place of clergymen who are sick; and I have given considerable assistance to some of the clergy in that way. I should add that there are many matters in connection with the church within the deanery in which the clergy would communicate with the Bishop through me, and the Bishop with the clergy.
270. Have you ever officiated in your capacity of minister in the church of St. Andrew's? Only on the occasion of the Bishop's visitation. I acted officially upon that occasion as dean; but I have not had an opportunity of performing any other duties in the church. I should state that the present temporary cathedral is a wooden building, and is used for parochial purposes. The cathedral in which I expect to officiate as dean is a stone structure now in the course of completion.
271. And it will only be after the completion of that building which is in course of being erected now, that you will have what you consider a fair opportunity of exercising your functions as dean? As dean of that cathedral, or minister of that church.
272. In the event of your succeeding to the ministry of that church—the new cathedral—would that in any way interfere with the position of the gentlemen who is presently officiating as the minister of St. Andrew's Church, that is the Rev. Mr. King? That is a question which perhaps I am not exactly in a position to answer.
273. You cannot say what view may be taken by the Bishop, who would have the arrangement of these things? I have never looked upon that gentleman in any other light than as a minister of St. Andrew's parish, and not as in any way connected with the cathedral, which is the Bishop's church, and the church of the whole diocese.
274. Then your officiating in the cathedral church would not in your opinion necessarily supersede Mr. King as the minister of St. Andrew's Church? Not as the minister of St. Andrew's parochial church.
275. Are you aware that in Sir Richard Bourke's Act, the Church Act as it is generally called, the salaries of ministers are restricted to £200 a year? I am; except in any such special case as the appointment of a dignitary.
276. Is there any authority in that Act for the appointment of a dignitary? I am not aware that there is.
277. Supposing this to be so, that there is not anything in the Act for the appointment of a dignitary, and that the Act restricts the salaries of ministers to £200 a year, does it not appear to you somewhat questionable whether the appointment of anyone to an office in the church with a salary of £300 is consistent with or warranted by the Act? I do not think that is a question for me so much as for the Executive Government to consider; and I am aware, from correspondence which has been recently published, that a communication was made by the Bishop of Sydney, to the Government, with reference to this matter; and that there was some letter from the Secretary of State upon the subject, which appeared to authorize the Executive to make an appropriation of special salaries for dignitaries of the Church.
278. An authority from the Secretary of State? I think so.
279. Recently transmitted to the country? No, it was in 1853, if I remember rightly.
280. Was that a despatch? All I know with reference to it is contained in a letter from the Bishop of Sydney to the Colonial Secretary, dated 19th July, 1858, which perhaps I may be permitted to read. (*The witness read the same. Vide Appendix D.*) I find that I made a serious mistake in saying a despatch from the Secretary of State. I should have said—a Minute of the Executive Council.
281. *By Mr. Piddington*: Founded on the despatch? It may have been founded upon a despatch.
282. *By the Chairman*: According to that minute, it appears that the Bishop had been invested by the Queen with authority under his letters patent to found a deanery? Exactly so.
283. That, under that authority, he had founded a deanery and appointed you to the office; and then, under an arrangement between the Executive Government and the Bishop, the amount of salary was arranged? Yes, that is a correct statement of the matter.
284. You have stated that the emolument of the office of dean is £300 per annum—will you be kind enough to state what is the salary attached to the incumbency of St. Philip's? That salary from the Treasury is £160 per annum.
285. While we are on the point of salary, I may ask whether you derive any other emolument from your connection with the church of St. Philip's? £150 from the glebe of St. Philip's is appropriated to the minister of the church.
286. Under what name is that appropriated—is that part of the salary of the office? It is appropriated

appropriated from the glebe by Act of Council Where there is a glebe the clergyman derives an emolument from it; but by the Act of Council the sum is limited to £150. The Very Rev.
W.M. Cowper.

287. Do you receive that amount? Yes.

288. You receive £160 and £150, besides £300 as Dean of St. Andrew's? Yes; a portion of which I have paid a part of the time for the assistance of a curate. 8 May, 1860.

289. A curate to officiate in St. Philip's? Yes, while I had one. I have not a curate now.

290. The church which is being built now is called the Cathedral Church of St. Andrew's? The Cathedral Church of St. Andrews.

291. Do you use the term in the same sense as it is used at Home, or in what sense do you consider it a cathedral? As the seat of the Bishop—the principal church of the diocese, where the Bishop, both by custom and by right, performs those duties which are peculiarly appropriate to his office. It is a church open also to the whole diocese to attend, free of any pew rents or any charges upon them for any accommodation they may receive.

292. Have any other dignitaries been appointed to this cathedral? There were three canons appointed, two of whom are still living.

293. Perhaps it may be within your knowledge, if so I presume you will have no objection to supply the information—do you know whether those ministers derive any salary in virtue of their office as canons? They do not, for the simple reason that there is no endowment connected with it. I have heard that it was originally intended they should each receive £50 per annum.

294. There are three? There were three, there are now only two; the Reverend Canon Allwood, and the Reverend Canon Walsh.

295. In the petition to which I have referred there is an allegation to the effect that the predecessors in office of the petitioners, the petitioners being the churchwardens, regarded the appointment of yourself as Dean of St. Andrew's as an aggression upon the rights and privileges of their minister, alluding by "their minister" to the Reverend George King, and it is stated that they protested against it. Now, are you aware of any instance in which, since your appointment as the Dean of St. Andrew's, you have infringed in any way on the rights or privileges of Mr. King? Not in any single particular that I can charge my memory with. Very shortly after my appointment as Dean of Sydney I had occasion to apply to the Rev. Mr. King, for permission to perform a marriage in his church, as the minister of St. Andrew's parish, which he very courteously granted, and I performed the marriage there by his permission.

Mr. Faucett objected to the Committee entering upon this question, as it might involve upon them to decide what the rights and privileges of the minister were.

The witness withdrew.

Debate ensued.

The witness was again called in

296. You have already stated, I believe, that you are, strictly speaking, not Dean of St. Andrew's, but Dean of Sydney? I am Dean of St. Andrew's, with the title of Dean of Sydney. Perhaps I have not expressed myself quite accurately. I wish to draw the attention of the Committee to the fact that while I am Dean of St. Andrew's I am also Dean of Sydney, invested with archidiaconal jurisdiction over the city and its suburbs.

297. In giving—which I suppose you are in the habit of doing like all other public officers—receipts for the salary you derive as dean, do you give those receipts as Dean of Sydney, or as Dean of St. Andrew's? As Dean of Sydney.

298. Do these receipts refer in any way to the nature of the duties you perform as Dean of Sydney? They do not; there is nothing in the abstract which requires that the particular duties be specified.

299. *By Mr. Piddington:* You have put in an instrument under the seal of the Bishop of Sydney, creating a deanery in the cathedral church of St. Andrew's? Yes.

300. That instrument recites an authority from the letters patent creating the Bishop and Diocese of Sydney; giving the Bishop of Sydney the right to found "one or more dignitaries" in the Cathedral Church of St. Andrew's, does it not? Yes.

301. By that instrument, under the seal of the Bishop of Sydney, creating the dignity of dean, is not the title and style recited in that instrument "the Deanery of St. Andrew's"? It is.

302. By another instrument, which you have also put in, signed by the Bishop of Sydney, and sealed with the seal of the diocese you are collated to, "the office and dignity of dean in the said cathedral church"? Yes.

303. And are not, except by way of mere title, appointed Dean of Sydney? By title.

304. By way of mere title, this instrument which collates you to the appointment, appoints you as dean of the cathedral church? Yes, it does.

305. And afterwards recites that, as dean of that church, you should be known by a certain title? It does so recite.

306. Then, in fact, under this instrument, you are appointed to be Dean of the Cathedral of St. Andrew's? Yes.

307. When were you appointed Dean of St. Andrew's? On the 12th July, 1858.

308. Is the cathedral of St. Andrew's finished? It is not.

309. Is divine service performed in any part of the cathedral? It is not.

310. Have you ever preached in the cathedral? I have not.

311. What are the duties of dean of a cathedral according to the practice of the Established Church of England and Ireland? He is next to the Bishop, the chief minister in the Church. His duties are to conduct divine service during a portion of the year, to preach, and he is to reside a certain time, I think about ninety days in the year, in the cathedral or its precincts.

312. Have you ever, according to that practice, conducted divine service in the cathedral of St.

The Very Rev. St. Andrew's, or resided within the cathedral or its precincts? That is quite impossible, inasmuch as it has had no roof upon it until recently.

W.M. Cowper. 313. You say you receive your salary merely as Dean of Sydney, and sign a receipt for it? Yes.

8 May, 1860. 314. Do you sign a receipt for that salary in virtue of the performance of any duties as dean? I do, as Dean of Sydney, with archidiaconal jurisdiction.

315. According to your definition of the duties of dean, you have never resided within the precincts of the cathedral, nor have you performed divine service within the cathedral? I have stated that I have not.

316. Then according to the English practice, you receive a salary of £300 a year for not performing the duty of dean? I receive a salary of £300 for performing duties which have been delegated to me by the Bishop—

317. I am asking you with reference to the duties of dean, according to the English practice? The Bishop has connected with the office of dean certain duties, for which I consider myself entitled to a salary.

318. What are the duties for which you conceive you are entitled to a salary—are they the archidiaconal duties you have alluded to? They are.

319. Do you know of any case where the dean of a cathedral church in England or Ireland has had tacked on to the office of dean, the performance of archidiaconal duties, in virtue of his appointment as dean? I am not acquainted with the practice in England, having been in this Colony for more than the last 24 years.

320. Do you know of any case of a similar kind in practice of the Church of England and Ireland? I do not, of my own knowledge. I believe such was the practice formerly in England.

321. When you say formerly, do you allude to the present century? I do not.

322. How many centuries back? Several centuries back. I have among the documents which are on the table one which contains the opinion of a barrister of this Colony, in which he advises the Bishop that it was competent to his Lordship to found the dignity of dean in the cathedral connecting with it the office of archdeacon; and he refers in that opinion to the reports of the Ecclesiastical Commissioners, who recommended that such connection should be made in future in England in accordance with the early practice of the church.

323. I do not question the competency of the Bishop to appoint a dean, and to attach to that appointment the performance of archidiaconal duties—my question is simply directed to whether you know of any case of such appointment in the practice of the Church of England and Ireland? I cannot remember, at the present time, whether there is such a case in England or Ireland; but, if I might be allowed, I would quote one referred to in the opinion I have alluded to.

324. The only case you have heard of is one some centuries old, is it not? I should say it is; it appears to have been the case in Lichfield Cathedral.

325. The only case that you are aware of where the duties of archdeacon were connected with the appointment of dean of a cathedral refers to the city of Lichfield, does it not? Yes.

326. Have you any other cases that you are acquainted with in any way? I am not acquainted with any other cases.

327. According to the practice of the Church of England and Ireland the dean of the cathedral church has no cure of souls? He has not, except of those persons who are connected with the cathedral; they are his cure of souls.

328. But the congregation may vary? The members of the cathedral, those under his special care, are his cure of souls.

329. You allude to the chapter? To the chapter, the choristers, and those connected officially with the cathedral.

330. Did you ever, before your own case occurred, hear of a Bishop appointing a dean to a cathedral not built? No, I cannot say that I have. I do not know what is the position of the Deans of Melbourne and Adelaide in this respect. There is a Dean of Melbourne appointed by the Bishop of Melbourne, but I am not aware whether there is a cathedral church there, in the sense in which we generally understand the words "cathedral church" to be used.

331. Have prebendaries and canons been appointed to the church of St. Andrew's? Canons.

332. Under the authority of the letters patent, has the Bishop of Sydney authority to appoint any number of prebends or canons? He has the authority to "found one or more dignities."

333. "One or more," you would take to be an unlimited number? I should conceive the Bishop not to be restricted as to the number.

334. Have the canons, who have already been appointed, salaries? I believe they have not at present; I have heard it was intended originally that they should have.

335. If the Bishop of Sydney has the authority, under his letters patent, to appoint an unlimited number of prebends or canons, might he not also appeal to the Executive to attach salaries to each of those appointments? I am not aware whether he could; I cannot answer that question.

336. Has not the Bishop appealed to the Executive to attach a salary to your appointment as dean? He has.

337. Might he not, on the same authority, request the Executive to attach salaries to the offices of canons and prebends? It would be within his power to make such an application.

338. Would it not also, in a similar manner to your own case, be within the authority of the Executive to attach salaries to these offices? It might, if the funds sufficed.

339. Then if the Bishop of Sydney chose to appoint twelve prebendaries, or canons, in the cathedral as a chapter, and the Executive chose to attach salaries of £200 a year to each, might

might they not do it in the same manner as they attached the salary to the office of dean? ^{The Very Rev. W.M. Cowper.} That would be a question for the Executive Government.

340. Might they not do it under the same authority? I am not sufficiently acquainted with their authority to say. 8 May, 1860.

341. Can you state any reason why the canons already appointed receive no salary? Simply because there are no funds. It was intended that a salary should be derived from some endowment. I speak merely from hearsay, but I have no official information on the subject.

342. But there is as much endowment available for the payment of Dean of Sydney, is there not, as there is for the payment of canons in the cathedral? That is simply none from private sources.

343. But as Dean of St. Andrew's you receive a salary out of the Schedule? I do.

344. Can you give any reason why canons, who form a part of your cathedral establishment, do not receive a salary out of the same source? I cannot give any reason.

345. Do you think it arises from the circumstance that the canons have no duty to perform as canons? I do not know what it arises from.

346. Is it not customary that the prebends and canons of cathedrals in England have salaries? It is.

347. From what source are such salaries derived? From the endowments with which the cathedrals are generally provided.

348. Is it not from the same source also that the dean of a cathedral derives his salary? It is.

349. But you do not derive your salary from such a source? No.

350. Is not the money reserved by Schedule C very limited in amount? If my memory serves me correctly, it is limited to £28,000.

351. Now would not the salary of £300 per annum, which you receive as dean, supply a country clergyman for the interior? No doubt it would.

352. To that extent of £300, do you not consider the country is injured by the appointment of a sinecure official in Sydney? Decidedly not; I do not consider that it is a sinecure which I hold as Dean of Sydney; I have not found it to be so.

353. But you yourself have stated that you have not preached in the cathedral? I have not preached in it.

354. Nor resided in it? No.

355. Are not those duties peculiarly appertaining to the office of dean in a cathedral church? They are, but I think it hardly fair to separate the archidiaconal duties from those of dean, for they are connected together by the Bishop's instructions to me, and I have, by virtue of that authority, been in the habit of performing them.

356. Could not these duties of an archidiaconal character been as effectively and more appropriately performed by the appointment of an archdeacon in the usual manner? I think not.

357. Then, as I understand you, although the Bishop has the authority to appoint an archdeacon, if he exercises that authority the person appointed would not perform his duty so well as if he had some other duty to discharge? An archdeacon must necessarily hold some other office in connection with the archdeaconry, because there is no endowment to provide for an archdeacon. The Bishop has in this instance looked forward and appointed an officer who should have deanal and archidiaconal jurisdiction conjointly, and who should be specially charged with both in such manner as that both could be effectually performed.

358. Is there not as much reason to expect a salary from the Executive, for the discharge of the duties of archdeacon, as for the discharge of the duties of dean? There might have been as much reason; but these are matters regarding the internal arrangements of the church which I suppose the head of the church may be considered to have wisely arranged, in the way which is most productive of benefit.

359. What is the entire amount of the emoluments you receive, in virtue of the various ecclesiastical appointments you hold in the diocese? £610 per annum.

360. The maximum amount permitted by the local Act of Council, called Sir Richard Bourke's Act, appropriated to each minister of religion is £200? From the Government funds.

361. Then you receive equal to the amounts that three ministers of religion could receive under that Act? That is not quite so. I receive from the public funds £460 per annum, and £150 from the glebe. Other ministers have glebes which in some cases produce, I believe, an equal amount. The clergyman next to me receives a £100 a-year from the same glebe.

362. From the glebe of St. Philip's? Yes.

363. *By Mr. Faucett:* The £150 glebe money is from public funds? It is derived from the glebe.

364. It is an addition to the £460? It is an addition to the £460.

365. *By Mr. Piddington:* When do you expect to be in performance of the duties strictly connected with your appointment as dean of the cathedral church of St. Andrew's? I am not in a position to answer that question; I should think it would be not less than two years from the present time. Great progress has been made towards the completion of the building, but there is a great deal to be done with regard to the internal arrangements which I should think would hardly be completed within the next two years.

366. *By the Chairman:* Do you draw any distinction between the Rev. Mr. King, as minister of the parish and minister of the church? Between minister of the parish and minister of the cathedral church—I have always been given to understand that the Rev. George King was licensed to be minister of St. Andrew's parish just in the same way as any other minister is licensed to be minister of his parish. My object in stating what I did in the former part of my evidence was to defend myself from the charge of making any aggression.

The Very Rev. aggression upon his rights as minister of St. Andrew's parish. The present wooden
W.M. Cowper. building is the *temporary* cathedral until the other is completed.

8 May, 1860. 367. Do you regard it as the parish church, seeing that the Rev. Mr. King is in your estimation the minister of the parish? I regard it as a building used as the parish church.

368. *By Mr. Piddington:* And as a building used as the cathedral at the same time? Yes. There are several cases in England and Ireland in which a portion of the cathedral is used as the parish church.

369. Can you mention any places in England? I cannot. I intended to have provided myself with the information, but I had not the opportunity.

370. *By Mr. Faucett:* Do you know the Protestant Church of St. Patrick's, in Dublin? I have heard that it is so there.

371. Is not that the parish church as well as the cathedral? A portion of it I believe is used as the parish church, and there are other cases both in England and Ireland.

372. Is the dean of that church, of St. Patrick's, also incumbent of the parish as well as dean of the cathedral? I believe not.

373. Is there not another clergyman who is parson or incumbent of the parish? I believe that is the case.

374. *By the Chairman:* Have you ever seen the license of the Rev. Mr. King, granted to him by the late Bishop, as minister of the church of St. Andrew's, with the parish annexed? I have not.

375. *By Mr. Piddington:* Do you consider yourself the incumbent of the parish of St. Andrew's? Decidedly not.

376. *By the Chairman:* You are aware that Mr. King is the incumbent of the parish of St. Andrew's? Yes.

377. You do not profess to hold that office? Decidedly not; I have no right in any way to that office.

378. *By Mr. Garrett:* When the cathedral is opened, and you discharge the duties of dean, what may be Mr. King's position then? That is a question I cannot answer; I suppose that will be a matter for future arrangement.

379. *By the Chairman:* I understood you to say that the discharge of your duties in the cathedral would not, in your opinion, necessarily supersede Mr. King in his office as incumbent of the parish? Certainly not.

380. Does the fact of your receiving £300 a year as Dean of Sydney in any way affect the emoluments of Mr. King as Incumbent of St. Andrew's, so far as those emoluments arise from the State? It does not interfere in any way with Mr. King's emoluments.

381. Are you aware of any instance in England in which the persons holding the office of dean of any cathedral draws a salary from the public treasury? I am not.

382. When was this church at which Mr. King presently officiates first designated the cathedral church? I do not know.

APPENDIX.

A.

(*Foundation of the Deanery.*)

Frederic, by Divine permission, Bishop of Sydney and Metropolitan.

To all to whom these presents shall come,—

Greeting:—

Whereas, by letters patent under the Great Seal of the United Kingdom of Great Britain and Ireland, bearing date the nineteenth day of October, one thousand eight hundred and fifty-four, Her Most Gracious Majesty Queen Victoria was pleased to nominate and appoint us, Frederic Barker, Doctor in Divinity, to be Bishop of the See of Sydney, and to be Metropolitan Bishop of Australia, and did, among other things, grant and declare that we, as Bishop of Sydney, may found one or more dignities in our cathedral church of St. Andrew's, in the City of Sydney, and may collate one or more fit and proper persons to be dignitaries of the said cathedral church. Now, therefore, know ye that, by virtue and in exercise of the power so granted to us as aforesaid, we have thought fit to found, and do by these presents found, the dignity of a deanery in our said cathedral church of St. Andrew's, in the City of Sydney aforesaid, such dignity to be hereafter named and styled the Deanery of St. Andrew's.

In testimony, &c., this 10th day of July, A.D., 1858, and of our consecration the fourth.

F. SYDNEY. (L.S.)

B.

(*Appointment of the Dean of Sydney.*)

To all whom these presents shall come.

We, Frederic, by Divine permission, Bishop of Sydney and Metropolitan,

Send Greeting:—

Whereas, by a deed poll in writing, bearing date the tenth day of July, one thousand eight hundred and fifty-eight, under our hand, and under the Episcopal seal of the said Diocese of Sydney, we did, by virtue and in exercise of the power granted to us by Her Majesty's letters patent, bearing date the nineteenth day of October, one thousand eight hundred and fifty-four, found the dignity of a deanery in our cathedral church of St. Andrew's, in the City of Sydney, by the name or style of the Deanery of St. Andrew's; and whereas, by virtue and in further exercise of the same power, we have determined to confer on the Reverend William Macquarie Cowper, Master of Arts, of Magdalene Hall, Oxford, the office and title of dignity of Dean in the said cathedral church. We, the Bishop aforesaid, do therefore, by these presents under our hand and the Episcopal seal of the said diocese, collate the said William Macquarie Cowper, clerk, M.A., to be a dignitary of our said cathedral church, and do hereby confer on him the office and title of dignity of Dean of our said cathedral church by the style and title of Dean of Sydney, together with all and singular the rights, members, and privileges thereto appurtenant

appurtenant and belonging. And it is our will and pleasure, and we do hereby commit to the said Dean of Sydney full and complete archidiaconal jurisdiction and authority within the said City of Sydney and the suburbs thereof, he having before us subscribed the articles, taken the oaths, and made and subscribed the declaration which are in this case required to be subscribed, made, and taken.

The Very Rev.
W.M. Cowper,

8 May, 1860.

In testimony whereof, &c., this 12th July, A.D., 1858, and of our consecration the fourth.

F. SYDNEY. (L.S.)

C.

The following instructions were forwarded to the Dean with the foregoing appointment:—

The office of Dean with Archidiaconal Jurisdiction in the City and Suburbs.

As the dean, though next in rank to the Bishop, has no official authority, except over the clergy of the cathedral, I have thought it well to intrust to him archidiaconal authority in the cathedral, city, and the suburbs thereof.

The paper hereto annexed, and drawn up at my request by Alexander Gordon, Esq., barrister-at-law, contains a statement of the precedent and recommendations on which this union of diaconal and archidiaconal jurisdiction is founded.

The object of this minute is to define the duties comprised in such archidiaconal authority.

In England, the archdeacon holds his visitation, and delivers a charge to the clergy, and exercises a visitatorial care and authority over his archdeaconry.

In the present instance the dean invested with archidiaconal authority ought—

1. Privately to advise, exhort, encourage, or reprove any parochial clergyman as there may appear to him to be occasion, in matters relating to the ministry; also to suggest to any parochial clergyman, and (if requested) aid him in the erection of a church or school, or the establishment of an additional service, or the adoption of any other means for promoting the spiritual welfare of a parish or district, but not to control, or (unless requested) actually interfere with any clergyman in his parochial arrangements.
2. To inform the Bishop of any matter relating to a clergyman, or to any parish or district within his jurisdiction, with which the Bishop ought to be acquainted; to suggest to the Bishop the formation of new, or the sub-division of existing, parishes or districts, and the appointment or location of additional clergymen or catechists.
3. To seek for young men suited for the ministry, or for laymen willing and qualified to hold services in places in which there is no clergyman available.
4. To inquire from time to time respecting the condition of all ecclesiastical buildings, the uses of church property, and the trusteeships; and to make reports to the Bishop, as the circumstances of each case may make advisable.

The dean, invested with this authority, out to be regarded by the clergy within the limits of his jurisdiction, as the person to whom they should apply whenever they stand in need of advice or assistance, in any matter relating to their parishes or districts.

He ought also to be regarded by the Bishop as the person to whom he should refer, whenever he requires information or counsel upon any matter relating to the clergy, the arrangement of parishes and districts, the location of new clergymen or catechists, and the general welfare and progress of the church.

It is essential for this efficiency, that one holding so important an office should possess the confidence both of the Bishop and the clergy; and should be esteemed by them as one whose Christian faithfulness, integrity, sound judgment, and kindly sympathy, may be thoroughly relied upon.

With these qualities there ought also to be combined energy of mind and activity of body; a talent for arrangement and organisation, a power of calling forth and directing the energies of others; a discrimination of character; a temper not easily ruffled; a readiness in seizing favorable opportunities; patience in waiting for the proper time to commence an undertaking; perseverance in carrying out whatever has been commenced; and, above all, an ardent missionary spirit, and a strong faith in the promises of God.

An influence over the clergy is to be acquired, not by an assumption of authority, or by a periodical official visitation, but by a frequent brotherly intercourse with them, and the habitual manifestation of a kindly interest in their concerns.

F. SYDNEY. (L.S.)

A List of Churches and Parishes in the City and Suburbs over which the jurisdiction of the Dean of Sydney, as above defined, will extend—

St. Philip's.	St. John's, Bishopthorpe.
Holy Trinity.	St. Stephen's Camperdown.
St. James'.	St. Peter's, Cook's River.
St. Lawrence.	St. Bartholomew's, Pyrmont.
St. Andrew's.	St. Mary's, Bahmain.
St. Paul's.	St. Leonard's, North Shore.
St. Michael's.	St. Ann's, Ryde.
St. John's, Darlinghurst.	Hunter's Hill.
St. Mark's, Alexandria.	Ashfield.
St. Mary's, Waverley.	Enfield.
St. Jude's, Randwick.	Burwood.
St. Matthias', Paddington.	

Opinion of Alexander Gordon, Esq., before referred to:—

I have perused the letters patent appointing Dr. Barker to be Bishop of Sydney, also the two deeds poll, the one founding the Deanery of St. Andrew's, and the other collating the Rev. W. M. Cowper to be Dean of Sydney, and committing to him full and complete archidiaconal jurisdiction and authority within the City of Sydney and the suburbs thereof; and it appears to me that the two deeds poll are a good and valid exercise of the power conferred on the Bishop of Sydney by the letters patent to found one or more dignities in the cathedral church of St. Andrew's, and to collate one or more fit and proper persons to be dignitaries of the said cathedral church.

The only point that seems to call for particular remark is the committing to the Dean of Sydney archidiaconal jurisdiction within the City and its suburbs. With regard to this I observe that the Commissioners appointed in 1852 for inquiring into the state and condition of the cathedral and collegiate churches in England and Wales by their first report, in which they set out the result of an inquiry as to the origin and subsequent history of cathedral churches, make the following statement in reference to the office of dean as one of the members of the cathedral body:—"The dean elected by the chapter, summoned for that purpose, was next to the Bishop in honor and authority, to be revered and obeyed by all the members of the church. To him was assigned a part of the daily divine offices, the cure of souls in the precinct, the chief care of discipline and morals, and archidiaconal authority over all the churches in the cathedral city." (Report p. w.) This statement is supported by the following extracts set out in the Appendix, pp. 6-7:—

The Very Rev.
W.M. Cowper.

8 May, 1860.

"Officium decani est, quod omnibus canonicis et vicariis, in animarum regimine et morum correctione præmineat, et quod debeat omnes causas ad capitulum spectantes audire, et iudicio capituli terminare; excessus clericorum, qui in villa Lichfeldia, et in parochiis communæ, et in præbendis, per appellationem corrigere, et delinquentium personas juxta delicti quantitatem, et personarum qualitatem, digna animadversione punire." (Dugdale, vol. vi., p. 1256, ed. 1849.)

"Item decanus habet curam archidiaconalem in ecclesia et villa Lichfeldia, in omnibus." (Ibid, p. 1257.)

"Decanus jurisdictionem archidiaconalem habet in præbendis canonicorum et in ecclesiis ad communionem pertinentibus, ita quod eas visitare tenetur, et officium archidiaconi penitus exercere, et procuraciones recipere et causas parochianorum præbendarum, per appellationem ad eum devolutas, iudicio capituli terminare." (Ibid.)

"In civitate vero Lichfeldensi, de causis emergentibus spiritualibus, decanus cognoscat, sicut tractemus est optentum, cujuslibet tamen jure salvo." (Ibid, p. 1260.)

From these quotations, which I have examined, it is clear that in the case of Lichfield, the dean exercised precisely that jurisdiction which it is now proposed to commit to the Dean of Sydney; and it would appear that the same arrangement prevailed in Salisbury. (Wilkins Concilia, vol. 1, 741.)

Referring again to the Report of the Cathedral Commissioners, I find it stated as "suggested from several quarters that, besides the present duty of superintending the entire cathedral administration, the dean should be, as formerly in some of the old cathedrals, archdeacon of the cathedral City, and generally assistant to the Bishop." (Report p. xxviii.) And in the Appendix, p. 694. The Bishop of St. Asaph thus clearly expresses his view on this subject—"The duty of the dean is to be the chief clergyman in the cathedral; and in the cathedral town, where the town was large and there were many parishes, he would become a sort of archdeacon for the town, and superintend the spiritual matters of the town generally;" and opinions to the same effect are given by the Bishop of Salisbury (Appendix p. 592); and the Dean and Chapter of Wells (Appendix p. 613.)

It thus appears that there is ancient precedent in favor of the course proposed to be adopted by the Bishop of Sydney, and there is also strong recommendation for following it. Under these circumstances, Her Majesty having conferred on the Bishop the power of founding a deanery, and collating a fit and proper person to the title of dignity of dean, I see no reason for not committing to the individual so collated any jurisdiction that can be shewn to be consistent with, or rather appurtenant to, his office.

ALEXANDER GORDON.

125, Elizabeth-street, Sydney, 17 September, 1858.

D.

Sydney, 19 July, 1858.

Sir,

With reference to the letter I had the honour to address to you, dated the 17th instant, notifying the appointment of the Reverend William Macquarie Cowper, M.A., as Dean of Sydney, I now beg to submit, for the approval of His Excellency the Governor General, and Executive Council, my recommendation that an endowment of three hundred pounds (£300) per annum should be annexed to the said dignity, in accordance with the principle laid down in the Minute of the Executive Council, dated 12th January, 1853, as follows: * * * "It is to be understood that the sum allotted to each communion is liable to be charged with special salaries, to the superior clergy, in any case in which the Government and the head of the particular communion may concur in thinking the allowance of such special salary advisable."

The proposed income of the deanery to be irrespective of the emoluments and advantages of any cure or living, also held by the dean.

To effect this arrangement without any increase of the grant to the Church of England, I have the honour to suggest that the £300 per annum so recommended may be appropriated from the balance of the allowances of the late archdeacon, after assigning the legal stipend of two hundred pounds (£200) per annum to the incumbent of St. Philip's parish, vacant by the decease of the Reverend Dr. Cowper.

I have, &c.,

F. SYDNEY.

The Honorable the Colonial Secretary.

TUESDAY, 15 MAY, 1860.

Present:—

MR. BLACK,	|	MR. PIDDINGTON,
DR. LANG,	|	MR. SAMUEL.

JOHN BLACK, ESQ., IN THE CHAIR.

The Rev. George King further examined:—

The Rev.
George King.

15 May, 1860.

383. *By the Chairman:* You are aware that the last time the Committee met, you, at the close of the proceedings, expressed a desire to furnish the Committee with some further information regarding the subject of this inquiry; but as they were not able to prolong the sitting that day, they determined to give you an opportunity at another meeting of affording that information—it is for that purpose you have now been summoned? As the Session of Parliament is drawing to its close, and as I am very anxious that the result of your deliberations should be placed before the Parliament, I do not desire to throw any obstacle in the way, by prolonging the investigation further. I should prefer rather to forego any desire I might have expressed to give further evidence, in order that you may come to a decision as soon as possible; particularly when I find that all I might have said is contained in the evidence I have given before. Not having a copy of that evidence before me at the last meeting, I thought I might have omitted certain points.

384. Under these circumstances, it appears to you unnecessary to enter upon any further consideration of the matter? I think so. I consider it unnecessary to occupy your valuable time further.

385. If there is any point upon which you think the Committee is imperfectly informed, of course you will take this opportunity of supplying the information? I do not wish to add anything further.

1859.

Legislative Assembly.
NEW SOUTH WALES.

REVD. DR. LANG.
(PETITION FROM CLARENCE AND RICHMOND RIVER DISTRICTS.)

Ordered by the Legislative Assembly to be Printed, 18 October, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Presbyterians and other friends of Religious
liberty in the Clarence and Richmond River Districts,—

HUMBLY SHEWETH:—

That your Petitioners are strongly of opinion that the present divisions of the Presbyterian body in New South Wales are in great measure, if not entirely, owing to certain anomalous proceedings of the Synod of Australia towards the Reverend Dr. Lang in the year 1842.

That your Petitioners have reason to believe that these proceedings were contrary to law and justice, discreditable to those concerned, and ruinous to the peace and prosperity of the entire body of Presbyterians.

That your Petitioners are also of opinion that peace and harmony can never be restored to the Presbyterian body in this Colony, nor its present divisions healed, till these proceedings are investigated by competent authority, and their real character exposed, and the wrongs they have inflicted publicly redressed.

That in the opinion of your Petitioners your Honorable House is the only competent authority that can prosecute such an inquiry, and declare its result with satisfaction to the Presbyterians of the Colony.

Your Petitioners, therefore, humbly pray that your Honorable House will be pleased to appoint a Select Committee to inquire into the proceedings of the Synod of Australia towards Revd. Dr. Lang in the year 1842, and to report.

And your Petitioners, as in duty bound, will ever pray, &c., &c.

[Here follow 128 Signatures.]

*Grafton, Clarence River,
November, 1858.*

791232

1859.

—
Legislative Assembly.
NEW SOUTH WALES.

REV. DR. LANG.

(PROCEEDINGS RELATIVE TO, BY SYNOD OF AUSTRALIA, IN 1842.)

Ordered by the Legislative Assembly to be Printed, 1 December, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned,—

HUMBLY SHEWETH :—

That your Petitioners have learned with surprise that notice has been given to your Honorable House that a motion will be made for the appointment of a Select Committee to inquire into and report upon the proceedings of the Synod of Australia in the year 1842, with respect to the deposition of Dr. John Dunmore Lang.

That the appointment of any such Committee would, in the opinion of your Petitioners, be an open and uncalled for invasion of our rights and privileges as a Christian community, as it would imply that the Legislature, as such, has a right to interfere with and review the discipline and practice of our Church Courts.

That your Petitioners hold that, according to the standards of the Presbyterian Church, the power of appointing, censuring, and removing ministers and other church officers, belongs exclusively to the regularly constituted Church Courts; and that the proceedings of such Courts would be unwarrantably interfered with were any of the civil authorities of the land to investigate and review them for any such purpose as indicated in the notice of motion referred to.

That the Ecclesiastical Courts of the Synod of Australia have a full and unrestricted power over their own members to deprive them of all the rights and privileges belonging thereto for offences committed against their laws, to which every member thereof has voluntarily made himself amenable; that, therefore, any interference on the part of the Legislature, as now sought, relative to the proceedings of the Synod of Australia, would be unconstitutional and oppressive, as a direct encroachment on the inherent rights and liberties of the said Synod as an Ecclesiastical Court.

That in the year 1842 the said Dr. John Dunmore Lang was, after due process, deposed from the office of the holy ministry for grave ecclesiastical offences, an account of which was published in the public prints of the day, and officially transmitted to the General Assembly of the Church of Scotland, and also to the Presbytery of Irvine, that being the Presbytery which licensed and ordained Dr. Lang.

That the said proceedings of the Synod of Australia against Dr. John Dunmore Lang were sanctioned and confirmed by the Presbytery of Irvine in the first place, and afterwards by the General Assembly of the Church of Scotland, after the most patient and anxious investigation.

That, although there is no appeal from the decisions of the Synod of Australia in reference to matters purely ecclesiastical, and to discipline of the Church within this Colony, any minister who had received license and ordination from the Church of Scotland might, even after deposition by the Synod of Australia, be still received by the Courts of the Church of Scotland in the Mother Country, provided those Courts were of opinion that such minister had been treated with injustice by the Synod of Australia.

That it is a fact well known that Dr. John Dunmore Lang, since his deposition, resided in Scotland at one time for a period of three years, without having by petition or otherwise complained, either to the Presbytery of Irvine, or to the General Assembly of the Church of Scotland, of any injustice received by him from the Synod of Australia.

Your Petitioners, therefore, humbly pray that your Honorable House will take the premises into your serious consideration, and resist so gross an outrage upon the freedom of our spiritual judicatories as that contemplated in the motion before your Honorable House, by refusing to appoint any Committee to inquire into and report upon the proceedings of the Synod of Australia referred to.

And your Petitioners, as in duty bound, will ever pray, &c.

[Here follow 150 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

REV. DR. LANG.

(PROCEEDINGS RELATIVE TO, BY SYNOD OF AUSTRALIA, IN 1842.)

Ordered by the Legislative Assembly to be Printed, 6 December, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Presbyterians and other friends of religious liberty in Sydney and its vicinity,—

HUMBLY SHEWETH:—

That your Petitioners are strongly of opinion that the present divisions of the Presbyterian body in New South Wales are, in great measure, if not entirely, owing to certain anomalous proceedings of the Synod of Australia towards the Rev. Dr. Lang in the year 1842.

That your Petitioners have reason to believe that these proceedings were contrary to all law and justice, as well as discreditable to those concerned, and ruinous to the peace and prosperity of the entire body of Presbyterians.

That your Petitioners are also of opinion that peace and harmony can never be restored to the Presbyterian body in this Colony, nor its present divisions healed, till these proceedings are investigated by a competent authority, and their real character exposed and the wrongs they have inflicted publicly redressed.

That in the opinion of your Petitioners your Honorable House is the only competent authority that can prosecute such an inquiry and declare its results with satisfaction to the Presbyterians of the Colony.

Your Petitioners, therefore, humbly pray that your Honorable House will be pleased to appoint a Select Committee to inquire into the proceedings of the Synod of Australia towards the Rev. Dr. Lang in the year 1842, and to report.

And your Petitioners, as in duty bound, will ever pray.

Sydney, 1 December, 1859.

[Here follow 134 Signatures.]

1859.

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Legislative Assembly.
NEW SOUTH WALES.

REV. DR. LANG.

(PROCEEDINGS RELATIVE TO, BY SYNOD OF AUSTRALIA IN 1842.)

Ordered by the Legislative Assembly to be Printed, 16 December, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned,—

HUMBLY SHEWETH :—

That your Petitioners have learned with surprise that notice has been given to your Honorable House that a motion will be made for the appointment of a Select Committee to inquire into and report upon the proceedings of the Synod of Australia in the year 1842, with respect to the deposition of Dr. John Dunmore Lang.

That the appointment of any such Committee would, in the opinion of your Petitioners, be an open and uncalled for invasion of our rights and privileges as a Christian community, as it would imply that the Legislature, as such, has a right to interfere with and review the discipline and practice of our Church Courts.

That your Petitioners hold that, according to the standards of the Presbyterian Church, the power of appointing, censuring, and removing ministers and other church officers, belongs exclusively to the regularly constituted Church Courts; and that the proceedings of such Courts would be unwarrantably interfered with were any of the civil authorities of the land to investigate and review them for any such purpose as indicated in the notice of motion referred to.

That the Ecclesiastical Courts of the Synod of Australia have a full and unrestricted power over their own members to deprive them of all the rights and privileges belonging thereto for offences committed against their laws, to which every member thereof has voluntarily made himself amenable; that, therefore, any interference on the part of the Legislature, as now sought, relative to the proceedings of the Synod of Australia, would be unconstitutional and oppressive, as a direct encroachment upon the inherent rights and liberties of the said Synod as a spiritual judicatory, and as destructive of all order and discipline in the said Synod as an Ecclesiastical Court.

That in the year 1842 the said Dr. John Dunmore Lang was, after due process, deposed from the office of the holy ministry for grave ecclesiastical offences, an account of which was published in the public prints of the day, and officially transmitted to the General Assembly of the Church of Scotland, and also to the Presbytery of Irvine, that being the Presbytery that licensed and ordained Dr. Lang.

That the said proceedings of the Synod of Australia against Dr. John Dunmore Lang were sanctioned and confirmed by the Presbytery of Irvine in the first instance, and thereafter by the General Assembly of the Church of Scotland, after the most patient and anxious investigation.

That, although there is no appeal from the decisions of the Synod of Australia in reference to matters purely ecclesiastical, and to discipline of the Church within this Colony, any minister who had received license and ordination from the Church of Scotland might, even after deposition by the Synod of Australia, be still received by the Courts of the Church of Scotland in the Mother Country, provided those Courts were of opinion that such ministers had been treated with injustice by the Synod of Australia.

That it is a fact well known that the said Dr. John Dunmore Lang, since his deposition, resided in Scotland at one time for a period of three years, without having by petition or otherwise complained, either to the Presbytery of Irvine, or to the General Assembly of the Church of Scotland, of any injustice received by him from the Synod of Australia.

That your Petitioners consider it highly irregular, unpresbyterian, and censurable in any member of a Presbyterian Church Court to appeal in matters of doctrine or discipline to your Honorable House as a civil authority incompetent to take cognizance of such cases, being held by all Presbyterian Churches to be an offence of so grave a nature as to warrant the immediate deposition of such minister.

Your Petitioners, therefore, humbly pray that your Honorable House will take the premises into your serious consideration, and resist so gross an outrage upon the freedom of our spiritual judicatories as that contemplated in the motion before your Honorable House, by refusing to appoint any Committee to inquire into and report upon the proceedings of the Synod of Australia referred to.

And your Petitioners, as in duty bound, will ever pray, &c.

[Here follow 78 Signatures.]

1859.

Legislative Assembly.

NEW SOUTH WALES.

REV. DR. LANG.

(PETITION RELATIVE TO, BY SYNOD OF AUSTRALIA IN 1842.)

Ordered by the Legislative Assembly to be Printed, 2 December, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned Elders and Seatholders of St. Andrew's Scots Church, Sydney,—

HUMBLY SHEWETH :—

That your Petitioners have learned with surprise that notice has been given to your Honorable House that a motion will be made for the appointment of a Select Committee to inquire into and report upon the proceedings of the Synod of Australia in the year 1842, with respect to the deposition of Dr. John Dunmore Lang.

That the appointment of any such Committee would, in the opinion of your Petitioners, be an open and uncalled-for invasion of our rights and privileges as a Christian community, as it would imply that the Legislature as such has a right to interfere with and review the discipline and practice of our Church Courts.

That your Petitioners hold that, according to the standards of the Presbyterian Church, the power of appointing, censuring, and removing ministers and other church officers belongs exclusively to the regularly constituted Church Courts; that the proceedings of such Courts would be unwarrantably interfered with were any of the civil authorities of the land to investigate and review them for any such purpose as indicated in the notice of motion referred to.

That the Ecclesiastical Courts of the Synod of Australia have a full and unrestricted power over their own members to deprive them of all the rights and privileges belonging thereto, for offences committed against their laws, to which every member thereof has voluntarily made himself amenable; that, therefore, any interference on the part of the Legislature, as now sought, relative to the proceedings of the Synod of Australia, would be unconstitutional and oppressive, as a direct encroachment upon the inherent rights and liberties of the said Synod as a spiritual judicatory, and as destructive of all order and discipline in the said Synod as an ecclesiastical court.

That in the year 1842 the said Dr. John Dunmore Lang was, after due process, deposed from the office of the holy ministry for grave ecclesiastical offences, an account of which was published in the public prints of the day, and officially transmitted to the General Assembly of the Church of Scotland, and also to the Presbytery of Irvine, that being the Presbytery which licensed and ordained Dr. Lang.

That the said proceedings of the Synod of Australia against Dr. John Dunmore Lang were sanctioned and confirmed by the Presbytery of Irvine in the first instance, and thereafter by the General Assembly of the Church of Scotland, after the most patient and anxious investigation.

That, although there is no appeal from the decisions of the Synod of Australia in reference to matters purely ecclesiastical, and to discipline of the Church within this Colony, any minister who had received license and ordination from the Church of Scotland might,

even

even after deposition by the Synod of Australia, be still received by the Courts of the Church of Scotland in the Mother Country, provided those Courts were of opinion that such minister had been treated with injustice by the Synod of Australia.

That it is a fact well known that the said Dr. John Dunmore Lang, since his deposition, resided in Scotland at one time for a period of three years, without having by petition or otherwise complained, either to the Presbytery of Irvine or to the General Assembly of the Church of Scotland, of any injustice received by him from the Synod of Australia.

That your Petitioners consider it highly irregular, unpresbyterian, and censurable in any member of a Presbyterian Church Court to appeal in matters of doctrine or discipline to your Honorable House as a civil authority; any such appeal from a sentence of an Ecclesiastical Court to civil authority, incompetent to take cognizance of such cases, being held by all Presbyterian Churches to be an offence of so grave a nature as of itself to warrant the immediate deposition of such minister.

Your Petitioners, therefore, humbly pray that your Honorable House will take the premises into your serious consideration, and resist so gross an outrage upon the freedom of our spiritual judicatories as that contemplated in the motion before your Honorable House, by refusing to appoint any Committee to inquire into and report upon the proceedings of the Synod of Australia referred to.

And your Petitioners, as in duty bound, will ever pray, &c.

[Here follow 51 Signatures.]

1859.

Legislative Assembly.
NEW SOUTH WALES.

REV. DR. LANG.

(PETITION FROM DR. FULLERTON IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 6 December, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned,—

HUMBLY SHEWETH :—

That your Petitioner has learned with surprise that notice has been given to your Honorable House that a motion will be made for the appointment of a Select Committee to inquire into and report upon the proceedings of the Synod of Australia in the year 1842, with respect to the deposition of Dr. John Dunmore Lang.

That the said deposition was a matter of Ecclesiastical discipline, with which your Honorable House cannot constitutionally interfere. If the Legislature, as such, have a right to review the proceedings of Ecclesiastical Courts in cases of deposition, these Courts would be subservient to the Government, and might, by interference on the part of the Civil Government, be deprived of all freedom, and compelled either to endure persecution for conscience' sake, or to act contrary to what they believed to be the proper course of duty.

That it would be unreasonable and oppressive in your Honorable House to require the Members of a Church Court to restore to his former office in the Church a person whom they had, after due process, deposed, because they were convinced that he had by his conduct proved himself to be altogether unworthy to fill the office of Minister in a Christian Church.

That the appointment of the proposed Committee can have no practical result, unless your Honorable House are prepared to deprive the Members of the Synod of Australia and other Colonial Church Courts of all freedom of action by taking into your own hands the entire management of all Ecclesiastical matters.

That Dr. John Dunmore Lang, since his deposition, resided in Scotland at one time for a period of three years, without having by petition or otherwise complained to the General Assembly of the Church of Scotland, or to the Presbytery of Irvine, that being the Presbytery by whom he was ordained.

That a full report of the deposition of Dr. Lang and of the evidence produced against him was sent officially to the Presbytery of Irvine and to the General Assembly of the Church of Scotland by the Synod of Australia, and had he convinced the said Presbytery and Assembly that he had been deposed unjustly they might have received him in Scotland as a Minister of the Church of Scotland, but they could not interfere with the decision of the Synod of Australia in this Colony.

That Dr. Lang practically admitted the justice of his deposition by not complaining while in Scotland to the judicatories of the Church of Scotland; and that it is both unconstitutional

stitutional and unjust to ask the appointment of a Select Committee of your Honorable House to review the proceedings of the Synod of Australia in relation to a matter of Church discipline.

That your Petitioner, therefore, humbly prays that your Honorable House will take the premises into your serious consideration, and resist so gross an outrage on the freedom of our spiritual judicatories as that contemplated in the motion before your Honorable House, by refusing to appoint any Committee to inquire into and report upon the proceedings of the Synod of Australia referred to.

And your Petitioner, as in duty bound, will ever pray, &c.

JAMES FULLERTON, LL.D.,
Minister of the Scots' Church,
Pitt-street South, Sydney.

1859.

Legislative Assembly.

NEW SOUTH WALES.

REV. DR. LANG.

(PETITION FROM REV. JOHN M'GIBBON, IN REFERENCE TO.)

Ordered by the Legislative Assembly to be Printed, 6 December, 1859.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.
The Petition of the undersigned, one of the Secretaries of the Presbyterian
College Committee,—

HUMBLY SHEWETH :—

That your Petitioner has observed in the Parliamentary Reports, that notice has been placed on the paper of your Honorable House by Dr. Lang, that he will “ move on “ Friday, 21st October, that the Report of the Select Committee of the late Legislative “ Assembly on the Presbyterian College, be referred to the Select Committee (recently “ appointed) on the Presbyterian College Bill, for their consideration.”

That the Select Committee of the late Legislative Assembly was appointed to take evidence on certain matters set forth in a Petition from Dr. Lang.

That your Petitioner was called before the said Committee to give evidence on the several matters set forth in the allegations of the said Petition ; and that, after your Petitioner had answered the questions of the members of the Committee, and on being asked by the Chairman whether Petitioner had anything further to add with reference to the allegations of the said Petition, your Petitioner answered that he had, and forthwith proceeded to make an *oral* statement, in which proof was offered that the several allegations of the said Petition were without foundation in fact.

That the said statement was taken down by the short-hand writer in the usual way, and afterwards sent to Petitioner along with his other evidence for perusal and correction.

That your Petitioner considers that the said statement was of the utmost importance to the Committee, appointed as they were to inquire into the allegations of the said Petition, inasmuch as the said statement entered into particular proof on each allegation, and shewed conclusively that the allegations of the Petition referred to were wholly groundless.

That, nevertheless, the Committee suppressed the said statement of Petitioner, without in any way acquainting him with the reasons for so doing, or giving him any opportunity of adding to his evidence given before the Committee.

That your Petitioner submits, that the usual course followed in all such cases by Committees appointed to make inquiry is, to allow every one interested, called to give evidence, to make his evidence as full as possible by statement, or otherwise ; and that in this case, the casual practice so manifestly founded in justice was so far departed from.

That your Petitioner, therefore, feels deeply aggrieved, as the only opportunity which he had of adding to his evidence, elicited by the questions of the members of Committee, was denied him ; and that, in so far, his evidence was rendered incomplete, and its value as against the Petition referred to diminished.

That

That your Petitioner therefore submits, that the evidence taken by the Select Committee of the late Assembly, (that part of Petitioner's evidence which he considers most material against the Petition having been suppressed,) is defective, and only likely to mislead the Committee recently appointed to take evidence on the Bill of Incorporation of the Presbyterian College.

And lastly, that your Petitioner begs respectfully to remind your Honorable House, that the Evidence and Report of the Select Committee of the late Assembly were never submitted to that Assembly for its approval and adoption; nor yet had the said Evidence and Report been submitted to the New Parliament for adoption, (so that your Petitioner and others have hitherto had no opportunity of petitioning against them) and, therefore, as your Petitioner conceives, the said Evidence and Report are without any authority to guide the proceedings of the Committee recently appointed.

Your Petitioner, therefore, humbly prays that your Honorable House will be pleased to take the premises into favorable consideration, and either refuse to accede to the motion of Dr. Lang, or that the statement referred to of Petitioner be restored to the evidence, and remitted along with the other evidence.

And your Petitioner, as in duty bound, will ever pray.

JOHN M'GIBBON,

One of the Secretaries of the
College Committee, and Minister of the
Presbyterian Church, Woolloomooloo.

1859.

Legislative Assembly.
NEW SOUTH WALES.

REV. DR. LANG.

(PETITION FROM SINGLETON.)

Ordered by the Legislative Assembly to be Printed, 6 December, 1859.

To the Honorable the Legislative Assembly of New South Wales.

The Petition of the undersigned,—

HUMBLY SHEWETH:—

That your Petitioners have learned with surprise that notice has been given to your Honorable House that a motion will be made for the appointment of a Select Committee to inquire into and report upon the proceedings of the Synod of Australia in the year 1842, with respect to the deposition of Dr. John Dunmore Lang.

That the appointment of any such Committee would, in the opinion of your Petitioners, be an open and uncalled for invasion of our rights and privileges as a Christian community, as it would imply that the Legislature as such has a right to interfere with and review the discipline and practice of our Church Courts.

That your Petitioners hold that, according to the standards of the Presbyterian Church, the power of appointing, censuring, and removing ministers and other church officers, belongs exclusively to the regularly constituted Church Courts; that the proceedings of such Courts would be unwarrantably interfered with were any of the civil authorities of the land to investigate and review them for any such purpose as indicated in the notice of motion referred to.

That the Ecclesiastical Courts of the Synod of Australia have a full and an unrestricted power over their own members, to deprive them of all the rights and privileges belonging thereto for offences committed against their laws, to which every member thereof has voluntarily made himself amenable; that, therefore, any interference on the part of the Legislature, as now sought relative to the proceedings of the Synod of Australia, would be unconstitutional and oppressive, as a direct encroachment upon the inherent rights and liberties of the Synod as a spiritual judicatory, and destructive of all discipline and order as an Ecclesiastical Court.

That in the year 1842 the said Dr. John Dunmore Lang was, after due process, deposed from the office of the holy ministry for grave ecclesiastical offences, an account of which was published in the public prints of the day, and officially transmitted to the General Assembly of the Church of Scotland, and also to the Presbytery of Irvine, that being the Presbytery which licensed and ordained Dr. Lang.

That the said proceedings of the Synod of Australia against Dr. John Dunmore Lang were sanctioned and confirmed by the Presbytery of Irvine in the first instance, and hereafter by the General Assembly of the Church of Scotland, after the most patient and anxious investigation.

That, although there is no appeal from the decisions of the Synod of Australia in reference to matters purely ecclesiastical, and to discipline of the Church within this Colony, any minister who has received license and ordination from the Church of Scotland might, even after deposition by the Synod of Australia, be still received by the Courts of Scotland in the Mother Country, provided those Courts were of opinion that such ministers had been treated with injustice by the Synod of Australia.

That it is a fact well known that the said Dr. John Dunmore Lang, since his deposition, resided in Scotland at one time for a period of three years, without having by petition or otherwise complained, either to the General Assembly of Scotland, or to the Presbytery of Irvine, of any injustice received by him from the Synod of Australia.

That your Petitioners consider it highly irregular, unpresbyterian, and censurable in any member of a Presbyterian Church Court to appeal in matters of doctrine or discipline to your Honorable House as a civil authority; any such appeal from a sentence of an Ecclesiastical Court to civil authority, incompetent to take cognizance of such cases, being held by all Presbyterian Churches to be an offence of so grave a nature, as of itself to warrant the immediate deposition of such minister.

Your Petitioners, therefore, humbly pray that your Honorable House will take the premises into your serious consideration, and resist so gross an outrage upon the freedom of our spiritual judicatories as that contemplated in the motion before your Honorable House, by refusing to appoint any Committee to inquire into and report upon the proceedings of the Synod of Australia referred to.

And your Petitioners, as in duty bound, will ever pray, &c.

[Here follow 40 Signatures.]